

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)		RATING		PAGE OF PAGES	
						1	92
2. CONTRACT NO.		3. SOLICITATION NO		4. TYPE OF SOLICITATION		5. DATE ISSUED	
		DTCG39-00-R-R00008		<input type="checkbox"/> SEALED BID(IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)		2/17/00	
						2100390E00083	
7. ISSUED BY				8. ADDRESS OFFER TO (If other than Item 7)			
Contracting Officer (fp) USCG Research and Development Center (R&DC) 1082 Shennecossett Road Groton, CT 06340-6096							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 323, USCG R&DC, Groton, CT until 2:00 P. M. local time 04/17/00							
(Hour) (Date)							
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-01. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME DINAH MULLIGAN		B. TELEPHONE NO. (include area code)(NO COLLECT CALLS) (860) 441-2885			
11. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	28
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORKSTATEMENT	7	X	J	LIST OF ATTACHMENTS	33
X	D	PACKAGING AND MARKING	8	PART IV- REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	34
X	F	DELIVERIES OR PERFORMANCE	10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	47
X	G	CONTRACT ADMINISTRATION DATA	11	X	M	EVALUATION FACTORS FOR AWARD	90
X	H	SPECIAL CONTRACT REQUIREMENTS	21				
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I. Clause No. 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN DIFFER (Type or print)	
15B. TELEPHONE NO. (include area Code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. Amount		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
<input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()							
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or Print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

- A. This is an indefinite delivery/indefinite quantity (IDIQ) contract. Requirements will be placed under this contract through the issuance of task orders.
- B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm fixed price (FFP), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations. Performance-based task orders will be used to the maximum extent practicable.
- C. The Contract Line Item Number (CLIN) structure provided in subsection B.4 below establishes a CLIN for the two contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering fixed price, cost-plus-fixed-fee completion, and cost-plus-fixed-fee term tasks. In general, these terms and conditions are clear on their face with regard to applicability. However, where unclear contract provisions that apply only to a certain type of contract will be differentiated, a task will be issued in only one type. Individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task.

B.2 CONTRACT LIMITATIONS

- A. Multiple Contract Awards: (TO BE COMPLETED AT TIME OF AWARD) contracts have been awarded under USCG Research and Development Center Solicitation DTCG39-00-R-R00008.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed **\$49,300,000**. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount. The maximum value of all contracts awarded under Line Item 0001 is \$43,800,000, Line Item 0002 is \$2,000,000, Line Item 0003 is \$1,000,000, Line Item 0004 is \$500,000 and Line Item 0005 is \$2,000,000. The effort under each line item is expected to remain constant over the length of the contract period.
- C. Minimum Guarantee: Under Line Item 0001, the guaranteed minimum is a single task of at least \$50,000 for each contract. Under Line Items 0002, 0003, 0004, and 0005, the guaranteed minimum is a single task or at least \$10,000 for each contract.

B.3 CONTRACT SCOPE

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS**LINE ITEM**

<u>NO.</u>	<u>SUPPLIES OR SERVICES AND PRICES/COSTS</u>
-------------------	---

BASE PERIOD - TWO YEARS

0001	RESEARCH & DEVELOPMENT SERVICES per the Statement of Work, Attachment #1, Paragraphs C.4.1 through C. 4.16, for the term in Section I, FAR 52.216-22
0001AA	Firm-Fixed Price
0001AB	Cost Plus Fixed Fee (Term Type)
0001AC	Cost Plus Fixed-Fee (Completion Type)
0002	Decision Support/Modeling/Simulation Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.4, for the term in Section I, FAR 52.216-22
0002AA	Firm Fixed Price
0002AB	Cost Plus Fixed Fee (Term Type)
0002AC	Cost Plus Fixed Fee (Completion Type)
0003	Training Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.12, for the term in Section I, FAR 52.216-22
0003AA	Firm Fixed Price
0003AB	Cost Plus Fixed Fee (Term Type)
0003AC	Cost Plus Fixed Fee (Completion Type)
0004	Audio/Visual Products in accordance with the Statement of Work, Attachment #1, Paragraph C.4.16, for the term in Section I, FAR 52.216-22
0004AA	Firm Fixed Price
0004AB	Cost Plus Fixed Fee (Term Type)
0004AC	Cost Plus Fixed Fee (Completion Type)
0005	Business Planning in accordance with the Statement of Work, Attachment #1, Paragraph C.4.15, for the term in Section I, FAR 52.216-22
0005AA	Firm Fixed Price
0005AB	Cost Plus Fixed Fee (Term Type)

0005AC Cost Plus Fixed Fee (Completion Type)

0006 Data per Exhibit “A”, Data Deliverables, per the Task Orders issued hereunder

OPTION 1

0007 RESEARCH & DEVELOPMENT SERVICES per the Statement of Work, Attachment #1, Paragraphs C.4.1 through C. 4.16, for the term in Section I, FAR 52.216-22

0007AA Firm-Fixed Price

0007AB Cost Plus Fixed Fee (Term Type)

0007AC Cost Plus Fixed-Fee (Completion Type)

0008 Decision Support/Modeling/Simulation Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.4, for the term in Section I, FAR 52.216-22

0008AA Firm Fixed Price

0008AB Cost Plus Fixed Fee (Term Type)

0008AC Cost Plus Fixed Fee (Completion Type)

0009 Training Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.12, for the term in Section I, FAR 52.216-22

0009AA Firm Fixed Price

0009AB Cost Plus Fixed Fee (Term Type)

0009AC Cost Plus Fixed Fee (Completion Type)

0010 Audio/Visual Products in accordance with the Statement of Work, Attachment #1, Paragraph C.4.16, for the term in Section I, FAR 52.216-22

0010AA Firm Fixed Price

0010AB Cost Plus Fixed Fee (Term Type)

0010AC Cost Plus Fixed Fee (Completion Type)

0011 Business Planning in accordance with the Statement of Work, Attachment #1, Paragraph C.4.15, for the term in Section I, FAR 52.216-22

0011AA Firm Fixed Price

0011AB Cost Plus Fixed Fee (Term Type)

0011AC Cost Plus Fixed Fee (Completion Type)

0012 Data per Exhibit “A”, Data Deliverables, per the Task Orders issued hereunder

OPTION 2

0013 RESEARCH & DEVELOPMENT SERVICES per the Statement of Work, Attachment #1, Paragraphs C.4.1 through C. 4.16, for the term in Section I, FAR 52.216-22

0013AA Firm-Fixed Price

0013AB Cost Plus Fixed Fee (Term Type)

0013AC Cost Plus Fixed-Fee (Completion Type)

0014 Decision Support/Modeling/Simulation Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.4, for the term in Section I, FAR 52.216-22

0014AA Firm Fixed Price

0014AB Cost Plus Fixed Fee (Term Type)

0014AC Cost Plus Fixed Fee (Completion Type)

0015 Training Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.12, for the term in Section I, FAR 52.216-22

0015AA Firm Fixed Price

0015AB Cost Plus Fixed Fee (Term Type)

0015AC Cost Plus Fixed Fee (Completion Type)

0016 Audio/Visual Products in accordance with the Statement of Work, Attachment #1, Paragraph C.4.16, for the term in Section I, FAR 52.216-22

0016AA Firm Fixed Price

0016AB Cost Plus Fixed Fee (Term Type)

0016AC Cost Plus Fixed Fee (Completion Type)

0017 Business Planning in accordance with the Statement of Work, Attachment #1, Paragraph C.4.15, for the term in Section I, FAR 52.216-22

0017AA Firm Fixed Price

0017AB Cost Plus Fixed Fee (Term Type)

0017AC Cost Plus Fixed Fee (Completion Type)

0018 Data per Exhibit “A”, Data Deliverables, per the Task Orders issued hereunder

OPTION 3

0019 RESEARCH & DEVELOPMENT SERVICES per the Statement of Work, Attachment #1, Paragraphs C.4.1 through C. 4.16, for the term in Section I, FAR 52.216-22

0019AA Firm-Fixed Price

0019AB Cost Plus Fixed Fee (Term Type)

0019AC Cost Plus Fixed-Fee (Completion Type)

0020 Decision Support/Modeling/Simulation Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.4, for the term in Section I, FAR 52.216-22

0020AA Firm Fixed Price

0020AB Cost Plus Fixed Fee (Term Type)

0020AC Cost Plus Fixed Fee (Completion Type)

0021 Training Systems in accordance with the Statement of Work, Attachment #1, Paragraph C.4.12, for the term in Section I, FAR 52.216-22

0021AA Firm Fixed Price

0021AB Cost Plus Fixed Fee (Term Type)

0021AC Cost Plus Fixed Fee (Completion Type)

0022 Audio/Visual Products in accordance with the Statement of Work, Attachment #1, Paragraph C.4.16, for the term in Section I, FAR 52.216-22

0022AA Firm Fixed Price

0022AB Cost Plus Fixed Fee (Term Type)

0022AC Cost Plus Fixed Fee (Completion Type)

0023 Business Planning in accordance with the Statement of Work, Attachment #1, Paragraph C.4.15, for the term in Section I, FAR 52.216-22

0023AA Firm Fixed Price

0023AB Cost Plus Fixed Fee (Term Type)

0023AC Cost Plus Fixed Fee (Completion Type)

0024 Data per Exhibit "A", Data Deliverables, per the Task Orders issued hereunder

B.5 OPTION TO EXTEND THE CONTRACT TERM

(a) The extension of the contract under the options, if exercised, shall be for the period of one year.

(b) The additional items of supplies/services available under the Options Clause of this contract and their exercise dates are specified below:

CLINS

EXERCISE DATE

0007 THRU 0012	Within two years after contract award
0013 THRU 0018	Within three years after contract award
0019 THRU 0024	Within four years after contract award

SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 SCOPE OF WORK

Services shall be performed in accordance with the Statement of Work, which is included in each individual task order. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, Attachment #1.

C.2 INCORPORATION OF TECHNICAL PROPOSAL

A. Contractor's technical proposal is incorporated by reference as a specification. In the event of conflict between the provisions of the technical proposal and any other provisions of this contract (including but not limited to the Statement of Work), the conflict will be resolved in accordance with the clause entitled, Order of Precedence -- Uniform Contract Format (FAR 52.215-8). The technical proposal shall have lower precedence than any other specification. Any exceptions to contract clauses or other terms, included in the technical proposal shall not apply unless specifically identified in a bilateral award document.

B. The Contractor shall not change or otherwise deviate from the content of the technical proposal without prior written approval of the Contracting Officer.

C. For ease of administration, the Government may attach to the award documents extracts of non-proprietary data from the technical proposal.

C.3 PERSONNEL QUALIFICATIONS

A. Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the

Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

B. Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract unless otherwise specified by an individual task order. Additional requirements may be specified in each task order.

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid.

D.3 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.4 MARKING

Containers shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER;
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

D.5 DELIVERY OF DATA

A. Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

B. Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

C. All copies of Data Deliverable items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

U.S. Coast Guard Research and Development Center
 Contract, Task Order, and Deliverable Numbers
 Report Title
 Date of Report
 Contractor Name (division which generated the report)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-2	Inspection of Supplies – Fixed-Price	(AUG 1996)
52.246-3	Inspection of Supplies – Cost-Reimbursement	(APR 1984)
52.246-4	Inspection of Services – Fixed-Price	(AUG 1996)
52.246-5	Inspection of Services – Cost-Reimbursement	(APR 1984)
52.246-9	Inspection of Research and Development (Short Form)	(APR1984)
52.246-16	Responsibility for Supplies	(APR 1984)

E.2 GOVERNMENT REVIEW AND ACCEPTANCE

- A. The Government will review and verify that all deliverables associated with a task order issued under this contract fulfill the requirements and standards stated in this contract and in the associated task order.
- B. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the Contracting Officer's Technical Representative (COTR) responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.
- C. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)

A. Definition. "Contract date" as used in this clause, means the date set for bid opening or, if this is a negotiated contract or modification, the effective date of this contract or modification.

B. The Contractor shall comply with the specification titled "Quality Compliance", in effect on the contract date, which is hereby incorporated into this contract.

QUALITY COMPLIANCE

The Contractor is required to meet the intent of ANSI/ISO/ASQC 9001:1994-07-01 (Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation, and Servicing). At contract inception the contractor shall submit a quality manual that shows how the quality system meets the intent of said standard. Subsequently, and for each task order, the contractor shall prepare and provide a quality plan detailing actions and processes used to ensure products and services provided conform to task order requirements. Certification or registration by a third party to ANSI/ISO/ASQC 9001:1994-07-01 is not required. The Government reserves the right to perform a quality audit of the Contractor's quality program at any time.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop Work Order	(AUG 1989)
52.242-15 Stop Work Order (AUG 1989) - Alternate I	(APR 1984)
52.242-17 Government Delay of Work	(APR 1984)
52.247-34 F.O.B. Destination	(NOV 1991)

F.2 CONTRACT PERIOD OF PERFORMANCE

The ordering period of this contract is two years from the effective date of award. The ordering period of this contract may be five years if all options are exercised. (See Section I, FAR 52.216-18, Ordering). The Contractor shall not be required to make deliveries under this contract beyond three years from date of award. If all options are exercised, the Contractor shall not be required to make deliveries under this contract beyond six years from date of award. (See Section I, FAR 52.216-22).

The period of performance and deliverables shall be specified in each task order.

F.3 DELIVERIES

Delivery of supplies, services, written documents, etc. (including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant Contracting Officer and/or designated Contracting Officer's Technical Representative (COTR) as specified in the task order.

F.4 PLACE OF CONTRACT PERFORMANCE

Performance in or use of Government facilities by the Contractor is not authorized under this contract without the prior approval of the Contracting Officer. This approval will be in the form of a modification to the contract or task order.

F.5 DELIVERY OF DATA - IDIQ

Place and time of delivery of data shall be as specified on the Data Deliverables, supplied with each task order. Data Deliverables included as Exhibit "A" in the basic contract are representative of data likely to be required during performance. The Data Deliverables furnished with the individual task orders shall control. Any change in the delivery of data must be made by a formal modification to the task order.

F.6 PLACE OF PERFORMANCE

A. Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual task orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to, the following locations:

USCG Headquarters, Washington, DC
USCG R&DC, Groton, CT
USCG Fire, Test, and Safety Detachment, Mobile, AL
Other USCG Facilities

B. Sea travel and work aboard Government vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Coast Guard vessel.

C. The Contractor is responsible for making all needed arrangements for its personnel. This includes, but is not limited to, travel reservations, medical examinations, immunization, passports, visas, and security clearances.

D. Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the

Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

B. Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

C. Task Order Contracting Officer's Technical Representative: The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

G.2 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

A. Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

B. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

C. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

D. The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

E. The address and telephone number of the Contracting Officer is:

Name: (to be filled in at time of award) _____

Address: Contracting Office (fp)
U.S. Coast Guard Research and Development Center
1082 Shennecossett Road
Groton, CT 06340-6096

Telephone: (860) 441-_____

G.3 COTR APPOINTMENT

A. The Contracting Officer hereby appoints the following individual as the Contracting Officer's Technical Representative (COTR) for this contract:

COTR: Name: to be filled in at time of award Code:

Mailing Address: U.S. Coast Guard Research and Development Center
1082 Shennecossett Road
Groton, CT 06340-6096

Telephone: (860) 441-

B. The COTR is responsible for those specific functions identified in Attachment #2.

C. Alternate COTR. In the absence of the COTR named above, all responsibilities and functions assigned to the COTR shall be the responsibility of the Alternate COTR acting on behalf of the COTR. The Contracting Officer hereby appoints the following individual as the Alternate COTR.

ALT.COTR: Name: Code:

Telephone: (860) 441-

D. Individual task orders may identify another individual to function as COTR whenever the particular talents and attention of another person are required for proper administration. That COTR will be the point of contact for that task order, and shall have such duties as assigned to a COTR. In the absence of such identification, the COTR for this contract functions as the COTR for the task order.

E. Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a formal modification.

G.4 ORDERING

A. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders (TOs) on an Optional Form 347 by a Contracting Officer of the U.S. Coast Guard Research and Development Center. All TOs issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO. When mailed, a TO shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

B. A Standard Form 30 will be used to modify task orders.

C. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

D. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

E. Information. Each TO shall include, at least the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the services to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Identification as either a term form or completion form order
- (6) For term form orders, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (7) For completion form orders, the estimated level of effort
- (8) Data Deliverables
- (9) Exact place of pickup and delivery
- (10) The inspecting and accepting codes (as applicable)
- (11) The Estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable
- (12) List of Government Furnished Property and the estimated value thereof, if applicable.
- (13) DD Form 254 (Contract Security Classification Spec), if applicable

F. Term or Completion Form Orders. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

G. Oral Orders. Oral TOs (or modifications to TOs) may be placed only as follows. The information described above shall be furnished to the Contractor at the time of placing an oral TO and shall be confirmed by issuance of a written TO on Optional Form 347 within five working days. Unilateral TOs cannot be issued orally.

H. Unilateral Orders. TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

I. Cautionary Note. Nothing stated in a TO, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract. TOs are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting TO pricing.

G.5 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS

- A. All Contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below, for each task order to be issued unless:
 - (1) The Government's need for the services or property ordered is of such unusual urgency that providing such opportunity to all Contractors would result in unacceptable delays in fulfilling that need;
 - (2) Only one Contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;
 - (3) The task order should be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - (4) It is necessary to place the order with a particular Contractor in order to satisfy a minimum order; or
- B. Unless the procedures in paragraph (A) are used for awarding individual orders, multiple award Contractors will be provided a fair opportunity to be considered for each order using the following procedures:
 - (1) The Government will examine existing information already in the Government's possession such as awardee's original proposal and proposals in response to task order Requests for Proposal (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. As work proceeds under this contract, past performance report records submitted with the original proposal will be de-emphasized in favor of past performance reports received on task orders performed under this contract. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement.
 - (2) Once the Government determines which awardees will be asked to submit a proposal for the requirement, the Contracting Officer may issue written requests to the Contractors requesting the submission of written and/or oral technical offers where a technical approach, as well as price/cost, need to be considered.
 - (3) A written cost proposal will always be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price for all resources required to accomplish the task for both the prime and all proposed subcontractors, (i.e. labor hours, rates, travel, incidental equipment, etc.). Proposals submitted for cost type task orders will be based on average category rates or current salary rates (whichever method the Offeror customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest

indirect rate negotiation from the cognizant auditor of the Contractor. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the base contract must also be justified.

(4) Each request for proposal will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria which will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the time frame for submission of the offer; and (f) any other relevant instructions to the Contractor.

(5) Upon receipt of a request for proposal (RFP), the Contractor may submit an offer to the Contracting Officer, which must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.

(6) The method of evaluation and selection of an awardee for a task order will be identified in the request for proposal. Selection methods may include award to lowest evaluated cost/technically acceptable offer or the highest composite technical/price score. The method of evaluation, weighting, and selection will be described in individual task order solicitations.

(7) The Government shall have the right to select the Contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers, in the Contracting Officer's discretion.

(8) If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.215-70, Section I.

(9) The Government may debrief unsuccessful Offerors on a task order RFP. Requests must be made within five (5) days of the notice of award for a specific task order. Based upon the extent/complexity of a specific task order, the Government shall decide whether a debriefing will be held and, if so, what form the debriefing will take (e.g. meeting, letter, teleconference, etc.).

G.6 TASK ORDER OMBUDSMAN

A. Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Commandant (G-CPM-S/3), 2100 Second Street, SW, Washington, DC 20593.

B. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.7 PAYMENT OF FEE - COST-PLUS-FIXED-FEE

A. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

B. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the task order. Direct professional labor hours include only the labor categories specified for the task order such as Senior Staff, Middle Staff, Staff, Junior Staff, Senior Technician and Technician and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

- (1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the task order has been expended.
- (2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90% of the level of effort specified in the task order has been expended. If the Contractor provides less than 90% of the level of effort specified in the task order, the fixed fee will be adjusted downward based on each hour not provided of the full level of effort specified. If the Contractor has provided 100% of the level of effort specified in the task order and the cost incurred is below the estimated cost, the Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the task order until the estimated cost has been reached. However, this additional effort shall not result in any increase in the fixed fee.

C. If a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the Contracting Officer for completion-type tasks. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).

D. Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.8 PERFORMANCE EVALUATIONS

A. Performance evaluations shall be done for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year.

- B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.9 COST ACCOUNTING SYSTEMS

A. Cost Accounting System

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

B. Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

C. Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals, which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. An Offeror/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices. The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their contract proposals may utilize this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals, which deviate from contract proposals, must include an explanation for the deviation for the Contracting Officer's consideration.

G.10 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
 Address: _____

 Telephone: _____

* Offeror should fill in the above information, if known.

G.11 CONTRACTOR'S SENIOR MANAGEMENT REPRESENTATIVE

The Contractor's Senior Management Representative, point of contact for performance under this contract is:

Name: * _____
 Title: _____
 Address: _____
 Telephone: _____

* Offeror shall fill in the above information.

G.12 NOTICE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G.13 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS

(a) The Contractor shall submit invoices on an individual task order basis; not more frequently than biweekly, for costs incurred. There should be a lapse of no more than thirty (30) days between performance and the submission of invoices. The submittal shall consist of an invoice or voucher prepared in accordance with FAR 52.232-25.

(b) The Contractor shall distribute the original invoice or voucher and two (2) information copies to:

Contracting Officer (fp)
 U.S. Coast Guard Research and Development Center
 1082 Shennecossett Road
 Groton, CT 06340-6096

(c) Interim Invoices. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by labor category as set forth in the contract or task. Other direct costs must be identified, e.g.,

travel, per diem, material, and equipment. The charges for subcontracts shall be detailed in a supporting schedule showing the major cost elements for each subcontract.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the USCG R&DC Contracting Officer (CO). These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the CO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the CO. It is imperative that the CO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the USCG R&DC before any rates contained therein can be utilized by the Contractor for cost reimbursement.

The Contracting Officer will forward each interim invoice, in conjunction with a Coast Guard Contract Payment Approval form, to the COTR for review. If the COTR concurs with the Contractor's billing, the COTR will initial the Payment Approval form; file a copy in the official COTR file; and return the interim invoice and Payment Approval form to the Contracting Officer for final approval. If the COTR has any questions concerning the billing or disagrees with any costs charged, the Contracting Officer will contact the Contractor and attempt to resolve the issue.

If any changes to an already-submitted invoice become necessary, the Contractor shall submit a corrected invoice. The COTR and Contracting Officer will review and process such submittals as stated above.

The Contracting Officer will forward the approved interim invoice to the paying office for payment to the Contractor.

(d) Last Interim Invoice. The Contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7) prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within one year of the task order's physical completion. The Contracting Officer will forward the last interim invoice, in conjunction with a Coast Guard Contract Payment Approval form, to the COTR for review.

(1) If the last interim invoice is *acceptable*, the COTR will initial the Payment Approval form; retain a copy in the COTR file; and return the last interim invoice and Payment Approval form to the Contracting Officer for final approval.

(2) If the last interim invoice is *unacceptable*, the COTR will immediately notify the Contracting Officer and provide appropriate inputs for resolving the discrepancies with the Contractor.

If changes to this invoice become necessary, the Contractor shall submit a corrected last interim invoice to the Contracting Officer. The Contracting Officer will forward the corrected last interim invoice and a Payment Approval form to the COTR for review. The COTR, upon approving the corrected invoice, will initial the Payment Approval form and return it to the Contracting Officer for final approval.

The Contracting Officer will forward the approved last interim invoice to the paying office for payment to the Contractor.

(e) Final Invoice. The Contractor shall submit this invoice, along with the Contractor's Release form DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LEVEL OF EFFORT NOTIFICATION - TERM TYPE ORDERS

A. The Contractor shall notify the Contracting Officer immediately in writing whenever it has reason to believe that:

- (1) The level of effort that the Contractor expects to incur under any term type task order in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level established for that task order;
- (2) The level of effort required to perform a particular task order will be greater than the level of effort established for the task order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.2 INCREMENTAL FUNDING OF TASK ORDERS

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984) incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a term form task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee of this task order, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
 - (2) The estimated level of effort applicable to the incremental funding provided herein is _____ professional labor-hours.
 - (3) The incremental funding provided herein is estimated to be adequate for services performed through _____.
- B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee of this task order, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.
- (2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

H.3 INSURANCE

A. The following types of insurance are required in accordance with the clause entitled, Insurance - Liability to Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the

insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

H.4 MAXIMUM FEE/PROFIT

- A. Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractor's effort.*** For term type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.
- B. For noncompetitive task orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed price cannot exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any direct cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractor's effort.***
- *to be filled in at the time of award of the contract, based on Contractor's proposal, see Section L of this RFP.
- ** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and other direct cost such as travel incurred by the prime Contractor, computer usage charges, and postage.
- *** Generally equipment, materials, subcontracts, and any indirect cost applied and other direct cost incurred such as subcontract administration.

H.5 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

- A. Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.
- B. Consent. Consent to subcontract shall be obtained from the Contracting Officer in accordance with the applicable Subcontracts clause incorporated herein.
- C. Approval. The Contracting Officer's approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the Contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for Contracting Officer approval.
- (1) Direct services subcontracts subject to consent requirements. The Contractor shall obtain approval by forwarding a request for consent to subcontract to the Contracting Officer. The request shall include two copies of the proposed subcontract and a cover letter.

(2) Direct services subcontracts not subject to consent requirements. The Contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the Contracting Officer.

(3) Contracting Officer approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

<u>* Subcontractors</u>	<u>Man-hours</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

* Offeror shall fill in data conforming to their technical and cost proposals.

(4) The Contractor shall obtain Contracting Officer approval in writing for all additional firms prior to their performance of any direct services under the contract. The Contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H.6 SUBCONTRACTING PLAN

The Contractor's Small Business and Small Disadvantaged Business Subcontracting Plan dated __*, number __* is determined to be acceptable and is hereby incorporated by reference.

* to be filled in at time of award

H.7 SECURITY CLEARANCE

Under Line Item 0001, some task orders may require access to classified information. The Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award. The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed. The Contractor shall comply with Attachment #5, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guidelines attached thereto or referenced thereon.

H.8 PROTECTION OF HUMAN SUBJECTS

All research under this contract shall be carried out in accordance with Department of Transportation regulations for the Protection of Human Subjects, found at 49 CFR Part 11. Prior to undertaking any research activity involving human subjects, the Contractor shall submit

written assurance, satisfactory to the Contracting Officer, that it will comply with these regulations.

H.9 KEY PERSONNEL REQUIREMENTS

A. Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for proposal evaluation purposes.

B. The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a legitimate reason and without compliance with paragraphs (c) and (d) hereof.

C. If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel having the qualifications specified for that labor category. See the clause entitled, Personnel Qualifications.

D. Requests for changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual task order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the acceptance or unacceptance of the personnel being proposed. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A completed resume in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

E. If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently found unacceptable by the Contracting Officer.

H.10 GOVERNMENT FURNISHED PROPERTY (GFP)

A. The Government shall furnish to the Contractor for use in connection with this contract, Government property as follows:

- (1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities made available for Contractor's use as identified in Attachment __*, entitled, Government Property Made Available. The property identified in the attachment shall be made available, free of expense to the Contractor in the quantities and at the times specified in the aforementioned attachment at the following location: __*__.

* Specific GFE/GFM/Government facilities will be provided with individual task orders.

- (2) Government Furnished Information (GFI) as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

B. Only the identified items, in the quantity shown, will be furnished by the Government. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

C. All Government Property furnished under this contract shall be returned to the U.S. Coast Guard Research and Development Center, Groton, CT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

D. The Government may make available additional GFP for use on individual task orders.

H.11 CONTROL OF TECHNICAL DATA

A. The Contractor shall distribute data items according to the distribution shown on the Data Deliverables, Exhibit "A". The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

B. All copies of Data Deliverable items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) U.S. Coast Guard Research and Development Center
- (2) Contract, Task Order, and Deliverable Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

H.12 TECHNICAL DATA FORMAT

(a) DOT Order 1700.18B, "Acquisition, Publication and Dissemination of DOT Scientific and Technical Reports," is cited in this contract as the required policy for the acquisition, publishing format, and dissemination of scientific and technical reports. As of the effective date of this contract, the current version of the USCG Research and Development Report Reference Guide shall be used in conjunction with DOT Order 1700.18B. This Reference Guide is a quick reference/formatting guide, and is available at <http://www.rdc.uscg.mil>. Once at the USCG Research and Development Center's website, the Reference Guide may be accessed by selecting Publications and then selecting Technical Report Publications Reference Guide.

(b) This Reference Guide applies to technical data for the USCG Research and Development Center. For DOT technical data, DOT Order 1700.18B applies. For non-DOT technical data, specific guidance shall be provided with individual task orders.

H.13 TRAVEL COSTS AND RESPONSIBILITIES

A. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on an U.S. Coast Guard vessel, the Contractor shall obtain boarding authorization for all Contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

B. The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

H.14 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

A. Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements, or the preparation of specifications, for various systems, equipment, hardware, and/or software. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

- (1) The Contractor shall be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received advance procurement information, which has not been made generally available to other persons or firms.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.
- (3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.
- (4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.

- D. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.
- E. The exclusions contained in this clause shall apply for the duration of each task order and for one (1) year after completion and acceptance of all work performed thereunder.
- F. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.
- G. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.
- H. After award, teaming/subcontracting among Contractors competing at the task order level will not be allowed. Proposals involving such teaming arrangements will be eliminated from consideration.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions	(OCT 1995)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 1997)
52.204-2	Security Requirements	(AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper	(JUN 1996)
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-5	Material Requirements	(OCT 1997)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(OCT 1997)

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications - Alternate IV (OCT 1997)	(OCT 1997)
52.216-7	Allowable Cost and Payment	(APR 1998)
52.216-8	Fixed Fee	(MAR 1997)
52.216-18	Ordering	(OCT 1995)
	For the purposes of this clause the blank(s) are completed as follows: (a) issued through five years from the date of contract award.	
52.216-19	Order Limitations	(OCT 1995)
	For the purposes of this clause the blank(s) are completed as follows: (a) \$1,000 (b)(1) \$1,000,000 (b)(2) \$1,000,000 (b)(3) Not applicable (d) Not Applicable	
52.216-22	Indefinite Quantity	(OCT 1995)
	For the purpose of this clause the blank(s) are completed as follows: (d) Contractor shall not be required to make any deliveries under this contract after six months from the expiration date of the ordering period	
52.217-8	Option to Extend Services	(NOV 1999)
52.217-9	Option to Extend the Term of the Contract	(NOV 1999)
	For the purpose of this clause the blank(s) are completed as follows: (a) two years after contract award and one year after each subsequent exercise of an option period (a) 60 days (c) five years	
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	(JAN 1999)
52.219-7	Notice of Partial Small Business Set-Aside	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 1999)
52.219-9	Small Business Subcontracting Plan - Alternate II	(OCT 1999)
52.219-14	Limitations on Subcontracting	(DEC 1996)
52.219-16	Liquidated Damages - Subcontracting Plan	(JAN 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	(OCT 1999)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-2	Payment for Overtime Premiums	(JUL 1990)
	For the purpose of this clause the blank(s) are completed as follows: (a) zero	
52.222-3	Convict Labor	(AUG 1996)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-29	Notification of Visa Denial	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate 1 (JUL 1995)	(JAN 1997)
52.223-5	Pollution Prevention and Right-to-Know Information	(APR 1998)

52.223-6	Drug-Free Workplace	(JAN 1997)
52.223-14	Toxic Chemical Release Reporting	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.227-9	Refund of Royalties	(APR 1984)
52.227-10	Filing of Patent Applications - Classified Subject Matter	(APR 1984)
52.227-11	Patent Rights - Retention by the Contractor (Short Form)	(JUN 1997)
52.227-14	Rights in Data - General	(JUN 1987)
52.227-16	Additional Data Requirements	(JUN 1987)
52.227-17	Rights in Data - Special Works	(JUN 1987)
52.227-18	Rights in Data - Existing Works	(JUN 1987)
52.227-19	Commercial Computer Software-Restricted Rights	(JUN 1987)
52.228-5	Insurance - Work on a Government Installation	(JAN 1997)
52.228-7	Insurance - Liability to Third Persons	(MAR 1996)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.230-2	Cost Accounting Standards	(APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	(APR 1998)
52.230-6	Administration of Cost Accounting Standards	(NOV 1999)
52.232-1	Payments	(APR 1984)
52.232-2	Payments Under Fixed-Price Research and Development Contracts	(APR 1984)
52.232-8	Discounts for Prompt Payment	(MAY 1997)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)
52.232-20	Limitation of Cost	(APR 1984)
52.232-22	Limitation of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt Payment	(JUN 1997)
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration	(MAY 1999)
52.233-1	Disputes - Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest after Award	(AUG 1996)
52.233-3	Protest after Award - Alternate I (JUN 1985)	(AUG 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
52.242-3	Penalties for Unallowable Costs	(OCT 1995)
52.242-4	Certification of Final Indirect Costs	(JAN 1997)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes - Fixed-Price - Alternate II (APR 1984)	(AUG 1987)
52.243-1	Changes - Fixed-Price - Alternate V (APR 1984)	(AUG 1987)
52.243-2	Changes - Cost-Reimbursement - Alternate II (APR 1984)	(AUG 1987)
52.243-2	Changes - Cost-Reimbursement - Alternate V (APR 1984)	(AUG 1987)
52.244-2	Subcontracts	(AUG 1998)
52.244-2	Subcontracts - Alternate I (AUG 1998)	(AUG 1998)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.245-2	Government Property (Fixed-Price Contracts)	(DEC 1989)

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	(JAN 1986)
52.245-19	Government Property Furnished "As Is"	(APR 1984)
52.246-23	Limitation of Liability	(FEB 1997)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.249-2	Termination for the Convenience of the Government (Fixed-Price)	(SEPT 1996)
52.249-6	Termination (Cost-Reimbursement)	(SEP 1996)
52.249-9	Default (Fixed-Price Research and Development)	(APR 1984)
52.249-14	Excusable Delays	(APR 1984)
52.251-1	Government Supply Sources	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief of the Contracting Office and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSES

1252.215-70	Key Personnel and/or Facilities	(OCT 1994)
1252.219-70	Small Business and Small Disadvantaged Business Subcontracting Reporting	(JUN 1997)
1252.223-71	Accident and Fire Reporting	(OCT 1994)
1252.223-72	Protection of Human Subjects	(OCT 1994)
1252.242-72	Dissemination of Contract Information	(OCT 1994)
1252.242-73	Contracting Officer's Technical Representative	(OCT 1994)
1252.245-70	Government Property Reports	(OCT 1994)

SECTION J - LIST OF ATTACHMENTS**J.1 LIST OF ATTACHMENTS – IDIQ**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	Data Deliverables	2
<u>ATTACHMENT</u>		
1	Statement of Work	13
2	COTR Responsibilities	1
3	Historically Black Colleges and Universities	6
4	Ombudsman Notice to Offerors	1
5	DD Form 254	2
6	Past Performance Questionnaire	3
7	Client Authorization Letter	1
8	A Little Bit About Us	2

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (FAR) - SOLICITATION PROVISIONS

52.203-11 Certification and Disclosure Regarding Payments to Influence (APR 1991)
 Certain Federal Transactions

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that –
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
 _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
 TIN _____

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
 (MAY 1999)**

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-owned business concern", as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
 MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) –
ALTERNATE I (NOV 1999) AND ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code and size standard for Line Item 0001 is 8711 - \$20 Million, Line Item 0002 is 7371, - \$18 Million, Line Item 0003 is

8711 - \$4 Million, Line Item 0004 is 7812 - \$21.5 Million and Line Item 0005 is 8741 - \$5 Million.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of

the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.225-2 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (FEB 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act – Balance of Payments Program – Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.12 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND
MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it -

___ is ___ is not a Historically Black College or University;

___ is ___ is not a Minority Institution.

K.13 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.14 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the Clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer

software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states
(*offeror check appropriate block*)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General".

K.15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper,

approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror

further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.16 PRE-AWARD SYSTEMS APPROVAL DATA

(a) Offerors shall provide data (dates and approving activity etc.) as follows: Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Submitted _____ Approved _____ BY _____

Limitations_____

(2) Cost Accounting Standards Disclosure Statement (Large Business Only)

Submitted_____ Approved_____ BY_____

Latest Revision of CASB

Submitted_____ Approved_____ BY_____

Potential Non-Compliances

(3) Purchasing System (See FAR 44.302)

Submitted_____ Approved_____ BY_____

(4) Forward Pricing Rate Agreement (If Applicable)

Submitted_____ Approved_____ BY_____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Submitted_____ Approved_____ BY_____

(b) Offerors are requested to identify below the cognizant Activity (office) and provide a name and telephone number for point of contact at the Defense Contract Audit Agency (if known).

DCAA_____

(c) Provide the above data for each subcontractor over \$100,000.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (FAR) - SOLICITATION PROVISIONS

52.204-6	Data Universal Numbering System (DUNS) Number	(JUN 1999)
52.215-1	Instructions to Offerors - Competitive Acquisition	(FEB 2000)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.216-28	Multiple Awards for Advisory and Assistance Services	(OCT 1995)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
52.237-10	Identification of Uncompensated Overtime	(OCT 1997)

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.3 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

Copies of specifications, standards and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock, Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

L.4 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

National Technical Information Service (NTIS)
Springfield, VA 22161

Telephone (800) 553-6847
 Internet site at <http://www.ntis.gov/>

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

**L.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR
 INFORMATION OTHER THAN COST OR PRICING DATA
 (OCT 1997) - ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide Information described below:

See Cost Proposal Instructions in Sections L.17 and L.18.

L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

Under Line Item 0001, the Government contemplates award of three to five indefinite-delivery/indefinite quantity contracts under this solicitation with task orders to be issued on a Firm Fixed Price or Cost-Plus-Fixed Fee basis. Under Line Items 0002, 0004, and 0005, the Government contemplates award of one to three indefinite delivery/indefinite quantity type contracts under each Line Item with task orders to be issued on a Firm Fixed price or Cost Plus Fixed Fee basis. Under Line Item 0003, the Government contemplates award of one indefinite delivery/indefinite quantity type contract with task orders to be issued on a Firm Fixed Price or Cost Plus Fixed Fee basis.

L.7 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Brenda M. Burke
 Contracting Office (fp)
 USCG Research & Development Center
 1082 Shennecossett Road
 Groton, CT 06340-6096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

TRANSPORTATION ACQUISITION REGULATIONS (TAR) PROVISIONS

1252.209-70 Disclosure of Conflicts of Interest (OCT 1994)

COAST GUARD ACQUISITION PROCEDURES (CGAP) PROVISIONS

L.8 SUBCONTRACTING WITH HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCUS)

(1) Executive Order 12876 of 1 November 1993 established an objective for all Executive agencies to increase the opportunity for Historically Black Colleges and Universities (HBCUs) to participate in and benefit from Federal programs.

(2) Attachment #3 is a list of HBCUs. If the offeror believes that any of these HBCUs may be able to participate in the performance of the work required under this solicitation, the offeror is encouraged to contact them for this potential subcontracting opportunity.

L.9 OTHER INSTRUCTIONS TO OFFERORS

A. It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

B. Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

L.10 PRE-AWARD POINT OF CONTACT

A. The Contract Specialist assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Specialist is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters.

B. The Contract Specialists for this contract are:

Name: Dinah Mulligan/David Gomes
 Address: Contracting Office (fp)
 U. S. Coast Guard Research and Development Center
 1082 Shennecossett Road
 Groton, CT 06340-6096
 Telephone: (860) 441-2885/2875

L.11 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L.12 CLAUSES AND PROVISIONS WHICH REQUIRE OFFEROR COMPLETION

The following sections contain the indicated form, clauses, provisions, and attachments, which require offeror completion. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms**SF33 (Solicitation/Contract). Blocks 12, 13, 14, 15, 16, 17, and 18****Section G - Contract Administration Data****Clauses G.10, G.11, and G.12****Section H - Special Contract Requirements****Clause H.5****Section K - Representations, Certifications, and Other Statements of Offeror****All required certifications and representations****Section L - Instructions, Conditions, and Notices to Offerors****Provision L.18 Cost/Business Proposal Checklist and Schedules 1 – 7****Section J - Attachments****Attachments #6 and #7****L.13 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, U.S. Government Printing Office (GPO), Washington, DC 20402, telephone number (202) 512-1800. This is the best source of all Federal, non-DoD publications and documents, including TAR/TAM Sections 1253 (DOT Forms).

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

All U.S. Coast Guard Research and Development Center Contracting Office specific forms are attached; see Section J.

L.14 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

- (a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.
- (b) The successful Contractor will be subject to the restrictions in such clause(s) for the period specified therein.

- (c) Any offeror taking exception to the terms of the clause(s) shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

L.15 NOTICE OF EEO COMPLIANCE EVALUATION

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

L.16 GENERAL INFORMATION

A. PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than cost, i.e., Past Performance, Staffing, Technical Understanding and Management Approach, will be referred to in this RFP as the "Technical Proposal."

B. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer (FAR 52.215-1(f)(4)). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis can not be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

C. AWARD EXCLUSION

Contractors may not act as both a prime Contractor and a subcontractor under the contracts to be awarded under each line item under this solicitation. Proposals involving such teaming arrangements will be eliminated from consideration. This exclusion does not apply to contracts awarded under separate line items. Small businesses that propose as prime

Contractors under Line Items 0002, 0004 and 0005 may be proposed as subcontractors under Line Item 0001. Large businesses that are prime Contractors under Line Item 0001 may be proposed as subcontractors under Line Items 0002, 0004 and 0005.

D. CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor cost shown in the cost proposal and the labor resources included and evaluated in the technical proposal.

First, the cost proposal must reflect realistic hours proposed for individuals identified in the technical proposal. Second, the labor rate proposed for the labor category on Schedule 4 must be consistent with the rates of persons whose resumes are submitted for technical evaluation. Finally, the time of the proposed Program Manager and Principal Investigators must be reflected in the cost proposal.

Any attempt to have the technical proposal evaluated with a higher priced, highly qualified team and the cost proposal evaluated with a lower priced, less skilled team will result, at a minimum, in the Offeror's proposal being adjusted or evaluated at the higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

E. EVALUATED LABOR LEVEL

Since the Government contemplates award of three to five indefinite delivery/indefinite quantity contracts under this solicitation under Line Item 0001, and one to three indefinite delivery/indefinite quantity contracts under Line Items 0002, 0004 and 0005, the amount of business that any one Contractor will receive is not certain. The value of all task orders placed under all contracts awarded shall not exceed \$49,300,000. The maximum value on any single contract is not fixed. Under Line Item 0001, the guaranteed minimum is a single task order of at least \$50,000 for each Contractor. Under Line Items 0002, 0003, 0004, and 0005, the guaranteed minimum is a single task order of at least \$10,000 for each Contractor. As more orders are issued under one contract, the value of orders, which can be issued under the remaining contracts, drops by an equal amount. It is not anticipated that a single Contractor will receive task order awards approaching the maximum of \$49,300,000. In addition, the value of awards under each multiple award contract can vary widely.

The Government has chosen an overall level of effort for evaluation purposes that is somewhere between the minimum and maximum. The mix of hours between the labor categories is consistent with the Government's overall best estimate of the requirements of the Statement of Work. The level of effort required for proposal purposes should not be considered as either a limit or expected amount of business by any Offeror.

L.17 GENERAL INSTRUCTIONS FOR TECHNICAL AND COST/BUSINESS PROPOSALS PREPARATION

A. PROPOSAL PRESENTATION

Note: These proposal preparation instructions do not apply to Line Item 0003.

Offerors are required to submit their proposals in three separate volumes as follows:

Volume I - Cost/Business Proposal

Your offer must consist of the attached Standard Form 33, solicitation documents, information other than cost and pricing data, contract cost control plan, and Small, Small Disadvantaged, Women-Owned Small Business, and HUBZone Certified Small Business Subcontracting Plan (required from Large Businesses only).

Volume II - Past Performance and Staffing

Part A of this volume must include the required list of the Offeror's current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the five most relevant contracts for Line Item 0001 and three most relevant contracts for Line Items 0002, 0004, and 0005. Part B must identify the proposed Program Manager and Principal Investigators and include the required resumes.

Volume III - Oral Presentation

This volume must include hard copies of slides you intend to present and up to five pages of supporting written information for those Offerors proposing under Line Item 0001 and up to three pages for those Offerors proposing under Line Items 0002, 0004, and 0005.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

B. COPIES

Under Line Item 0001, you must submit five (5) hard copies each of the technical proposal (Volumes II and III) and three (3) hard copies of the cost/business proposal (Volume I). Under Line Items 0002, 0004, and 0005, you must submit three (3) hard copies each of the technical proposal (Volumes II and III) and three (3) hard copies of the cost/business proposal (Volume I). Under Line Items 0001, 0002, 0004, and 0005, you must also submit one (1) electronic copy of the cost/business proposal (Volume I) and the technical proposal (Volumes II and III). Electronic text files shall be created to be compatible with Microsoft Word (Microsoft Office 97 Suite SR-2). Non-text files (e.g., presentations, spreadsheets, artwork and imagery) must be included in the programs of origin, so that these files can be modified or corrected if necessary and re-imported into the full text document. These files must be produced in a program that can export an interchange file format that can be imported into the full text document.

C. PROPOSAL FORMAT

(1) Introduction and Purpose

This section specifies the format, which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

(2) Text

The Offeror's written technical proposal shall be prepared on standard 8.5 x 11 inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches x 22 inches or 17 inches x 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The foldout will count as two pages.

The above restrictions do not apply to the cost/business proposal.

(3) Page Limits

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I - Cost/Business Proposal - No Limit
Volumes II and III - Technical Proposal (See Technical Proposal Instructions
in L.19 below for specific limitations and format restrictions)

(4) Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

(5) Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Serial number/copy number

(6) Title Page

The title page, which shall not count against the page limitation of the proposal of each volume, shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name, address, and telephone number of the Offeror

- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- f. Table of Contents

L.18 INSTRUCTIONS FOR SUBMISSION OF VOLUME I - COST/BUSINESS PROPOSAL

A. INTRODUCTION

(1) The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism, and will provide the Government with cost and fee/profit information which will facilitate task order issuance.

“Cost realism”, as defined in FAR 15.401, means the costs in an Offeror’s proposal are:

- (a) realistic for the work to be performed;
- (b) reflect a clear understanding of the requirements; and
- (c) are consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost proposal should be prepared in sufficient detail to permit a thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government’s understanding of information contained in your cost proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, you are advised that failure to provide the required schedules and supporting documentation may result in the rejection of your offer if in the Government’s best interest, rather than opening of discussions.

If the Contracting Officer determines that an Offeror’s initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of your proposal.

(2) For evaluation purposes, Offerors proposing under Line Item 0001 are required to propose estimated costs using the hours provided below. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror’s technical proposal.

Labor Category	Hours
Senior Staff	10,350
Middle Staff	14,400
Staff	5,400
Junior Staff	5,400
Senior Technician	900
Technician	900
Administrative Staff	*

*Administrative staff hours are to be estimated by the Offeror and all of its subcontractors in accordance with their own accounting practices and should be quantitatively consistent with the requirements of the Statement of Work.

(3) Under Line Item 0002 and 0005, for evaluation purposes, Offerors proposing for these line items are required to propose estimated costs using the hours provided below.

Labor Category	Hours
Senior Staff	500
Middle Staff	2,500
Staff/Junior Staff/Senior Technician/ Technician	500
Administrative Staff	*

*Administrative staff hours are to be estimated by the Offeror and all of its subcontractors in accordance with their own accounting practices and should be quantitatively consistent with the requirements of the Statement of Work.

(4) Under Line Item 0004, offerors are required to create a Labor Category Table using 1,800 hours. This table should reflect the proposed personnel submitted under L.19 Part 2 Section C. Offerors proposing for this line item are required to propose estimated costs using 1800 hours.

*Administrative staff hours are to be estimated by the Offeror and all of its subcontractors in accordance with their own accounting practices and should be quantitatively consistent with the requirements of the Statement of Work.

(5) Although the task ordering period is two years, (five years if all options are exercised), the cost proposal instructions require that labor be priced out for evaluation purposes assuming a performance period of only one year, January 1, 2001 to December 31, 2001. This is hereinafter referred to as “cost proposal performance period.” This is done because escalation is difficult to project accurately for a five-year period; actual escalation during performance is not likely to be significantly different among Offerors during performance if calculated in the same way, and it is not considered a discriminator for selection purposes.

(6) Contractors can reasonably expect to propose and earn more fee/profit when a task order is to be performed through their own efforts instead of through subcontracts for professional services or equipment. The involvement of subcontractors and material purchases can vary widely from task order to task order under multiple award contracts. Therefore, Offerors are

required to propose a two-tier profit/fee structure, one tier for Prime Contractor direct costs and a second tier for subcontracted services or equipment - see Section H.4. The percentages proposed will be included in the contract and will serve as the maximum fee/profit that can be proposed in response to task order Request for Proposals. The percentages proposed for fee/profit will apply to the base period and all option periods. Under the cost plus fixed fee portion of your proposal, all fees negotiated with subcontractors must be within the statutory limit of 15% of the estimated subcontract costs, as specified in FAR 15.404-4(c)(4)(i)(A). This fee limitation applies to the total fixed fee resulting from both the factor applied to the prime's effort, and the factor applied to other than the prime's effort.

For proposal evaluation purposes and to establish maximum profit/fee factors for contract performance, all Offerors must make the following assumptions: (1) the Offeror's proposed cost for direct labor and subcontracted labor shall be allocated 90% cost-plus-fixed-fee, and 10% firm fixed price; (2) the RFP-mandated amount for material shall be allocated 90% for cost-plus-fixed-fee, and 10% for firm-fixed price; and (3) the prime's share of the RFP-mandated amount for travel and the amount for Offeror-estimated Other Direct Costs shall be allocated 90% cost-plus-fixed-fee, and 10% firm fixed price. Detailed instructions are provided in Schedule 3 to apportion the estimated costs and develop fixed fee, and profit. The RFP stipulated travel and material amounts can be found under Paragraph D Section II - Information Other than Cost and Pricing Data under Other Direct Costs.

(7) The types of administrative labor that are charged directly to jobs differ greatly from firm to firm. For example, one firm may include every category except its graphics specialist in its overhead. Another firm may charge numerous categories directly to jobs instead of including these categories in its overhead such as contract administrators, subcontract administrators, clerks, secretaries, and computer specialists. Both methods have been determined to be acceptable by the Government. Similarly, what is included in "other direct costs" (ODC) varies widely from firm to firm. Therefore, an Offeror must include a level of administrative labor and an amount for ODC (in addition to the RFP-stipulated material costs) based on its own accounting system and experience and provide rationale for the estimates. For example, the Government expects that the number of administrative hours as a percentage of the direct labor hours proposed under this solicitation would be similar to the number of hours incurred on the contracts cited as most relevant in the past performance examples required under the technical proposals. Any proposal based on administrative labor and company-unique ODCs lower than what has historically been incurred by the prime or proposed subcontractor must be fully justified. It is expected that all purchases of material and supplies will be made by the prime, and all cost proposals must be based on this assumption. Any steps to reduce the cost to the Government of the resulting direct and indirect cost applied by the Offeror will be favorably considered. An example is proposing a ceiling on any material overhead charge.

B. FORMAT

In addition to the requirements set forth in Section L.16, the cost/business proposal shall be submitted in three sections as follows:

Section I - Solicitation Documents
 Section II - Information Other Than Cost and Pricing Data
 Section III - Business Proposal

C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation) including acknowledgment of any amendments; and a completed Representations, Certifications, and Other Statements of Offerors (Section K of the solicitation).

D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 7 should support it. In addition, as discussed in Section L.16.D, Offerors should ensure consistency between Technical and Cost/Business proposals.

All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. Offerors are ineligible to receive cost type task orders until their accounting system has been approved by the Defense Contract Audit Agency or other cognizant audit agency.

The USCG R&DC cannot approve a cost-type subcontract to a proposed subcontractor, which does not have an approved accounting system.

As the Government intends to make award without negotiations, an Offeror must indicate how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without involvement of the USCG R&DC.

Labor

Provide the proposed unloaded hourly labor rates for the labor categories (defined in Attachment J.1) on Schedule 4. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and, also, those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is five percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Uncompensated Overtime

Uncompensated overtime is defined in FAR 52.237-10 as “the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.”

If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. State clearly whether or not uncompensated overtime is included in the proposal and how it is incorporated and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Administrative Labor

Administrative and support labor hours and cost should be proposed consistent with established accounting practices (e.g., contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the Offeror considers direct labor and estimate hours for each labor category. Provide an explanation for the estimated hours and show calculations. Administrative labor that is not described and priced out will not be billable during performance without prior Contracting Officer approval.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 7.

Include all rates, which the Offeror maintains in its accounting records, which may be used during performance of this contract. Disregard those rates which the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates which a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year’s actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Other Direct Costs (ODCs)

RFP Stipulated (Travel and Material)

The Offeror will be required to travel during performance to locations not now determinable. Under Line Item 0001, for evaluation purposes, a total of **\$100,000** for travel must be proposed and apportioned to subcontractors by the prime Offeror consistent with the distribution of hours. Under Line Items 0002 and 0005, for evaluation purposes, a total of \$10,000 travel must be proposed and apportioned to subcontractors by the prime Offeror consistent with the distribution of hours. Under Line Item 0004, for evaluation purposes, a total of \$5,000 travel must be proposed and apportioned to subcontractors by the prime Offeror consistent with the distribution of hours.

The Offeror may also be required to purchase material. Under Line Item 0001, for evaluation purposes, a total of **\$10,000** must be included in the prime Offeror's proposal for material. Under Line Items 0002 and 0005, for evaluation purposes, a total of \$1,000 must be included in the prime Offerors's proposal for material. Under Line Item 0004, for evaluation purposes, a total of \$500 must be included in the prime Offeror's proposal for material.

The travel and material amounts should be burdened in accordance with established accounting practice.

Offeror-Estimated ODCs

Offerors should identify by nomenclature and estimate amounts for any additional ODCs, which are anticipated to support the proposed effort. ODCs not identified and priced in your proposal will not be billable during performance without prior Contracting Officer approval.

Subcontracts

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) The result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) A rate comparison from the Offeror which indicates that the rate proposed is

comparable to the rates other consultants or subcontractors receive for performing similar types of work. The Offeror shall provide the names of the other consultants or subcontractors used in the comparison. It is the responsibility of the prime Contractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used to develop the labor rates used on Schedules 4 and 5 and provide rationale. Include actual, historical escalation for the past three (3) years and explain your method of calculating it. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendations for Professional and Technical Workers in evaluating the offer.

Cost of Money

Attach supporting calculations.

Profit/Fee Objectives

We consider fee and profit a function of competition, but we may utilize the weighted guidelines method in TAM 1215.4 and Appendix A to evaluate them. Your cost proposal should contain adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

Complete Schedule 2 with the fixed fee and profit included in Schedule 3.

The factors used in task order proposal preparation during performance may be less than, but may not exceed, the factors shown in Schedule 3 (See Section *H.4*).

Maximum Profit/Fee Objective

The maximums include a two-tier approach and are based on the fixed fee, and profit proposed by the Offeror in response to this solicitation. The two tiers are (1) the effort proposed to be performed by the prime Contractor as defined in Section H.4, and (2) the effort performed through subcontracts for labor, equipment, and materials.

All Offerors must complete Schedule 3. The total cost allocated must match the total cost indicated in Schedule 2, less the cost of money proposed, if any. The total fixed fee/profit in Schedule 2 must match the total fixed fee/profit in Schedule 3. Appropriate adjustments should be made by firms with unique accounting systems. For example, the estimated cost of that portion of administrative labor based on subcontract administrator/purchasing agents being charged direct shall be included in other than the prime Contractor's effort.

PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL CHECKLIST AND SCHEDULES

Cost/Business Proposal Checklist: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Profit." The schedule should be completed consistent with the Offeror's accounting practices and may be revised accordingly. The figures on this schedule must agree with the Proposal Cover Sheet.

Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee, and Profit." Schedule 2 must be completed first in order to fill in required cost information.

Schedule 4: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown on Schedule 5.

Schedule 5: "Labor Cost Realism Information." This schedule shows how realistic the labor category rates proposed are, given the rates of the persons whose resumes are provided and the hours each is expected to provide.

Schedule 6: "Allocation of Labor Hours." This schedule shows how the hours are apportioned between the prime and subcontractors.

Schedule 7: "Indirect Rates and Factors." This schedule should be completed consistent with the Offeror's accounting practices, and may be revised as needed.

**COST/BUSINESS PROPOSAL CHECKLIST
(Offeror and Subcontractors)**

- _____ Solicitation Documents and References
- _____ Cost/Business Proposal
- _____ Schedule 1: "Proposal Cover Sheet"
- _____ Schedule 2: "Summary of Proposed Costs and Fee/Profit"
- _____ Schedule 3*: Establishment of Maximum Factors and Calculation of Proposed Amounts
for Fixed Fee and Profit
- _____ Schedule 4: "Summary of Proposed Labor Cost"
- _____ Schedule 5: "Labor Cost Realism Information"
- _____ Schedule 6*: "Allocation of Labor Hours"
- _____ Schedule 7: "Indirect Rates and Factors" plus rationale and support documentation
- _____ Estimate and rationale for administrative and support labor hours charged directly
- _____ Estimate and rationale for Offeror-estimated ODC
- _____ Cost of Money supporting calculations, if proposed
- _____ *Evaluations of subcontractor proposals
- _____ *Factors for Contracting Officer's consideration in weighted guidelines fee objective
- _____ *Contract cost control plan
- _____ *Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan
(Required for Large Businesses Only)
- * Not applicable to subcontractors

SCHEDULE 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS				3c. TELEPHONE			
2d. CITY		2e.	2f. ZIP CODE	AREA	NUMBER	AREA	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> CPIF				5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION							
A. ESTIMATED COST							
B. FIXED FEE							
C. PROFIT							
D. TOTAL PRICE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM		<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed		APPROXIMATE DATE OF LAST AUDIT			
PURCHASING SYSTEM		<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract; administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed		PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
				ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited			
				OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR (Typed)				9. NAME OF FIRM			
8b. TITLE OF OFFEROR (Typed)							
10. SIGNATURE						11. DATE OF SUBMISSION	

SCHEDULE 2
SUMMARY OF PROPOSED COSTS AND FEE/PROFIT

Prime or subcontractor Name: _____

Direct Labor		\$ _____
Fringe Benefits	Rate _____ %	\$ _____
Overhead	Rate _____ %	\$ _____
Subcontracts: ¹		\$ _____
Subcontract Burden: ¹	Rate _____ %	\$ _____
Other Direct Costs:		
RFP-Travel		\$ _____
RFP-Material ¹		\$ <u>10,000</u>
Offeror-Estimated ODC		\$ _____
ODC Burden	Rate _____ %	\$ _____
Subtotal		\$ _____
G & A	Rate _____ %	\$ _____
Cost of Money		\$ _____
Total costs and COM		\$ _____
Fixed Fee ²		\$ _____
Profit ²		\$ _____
Total Fixed Fee and Profit		\$ _____
Total Cost Plus Fixed Fee and Profit		\$ _____

¹ Not applicable to subcontractors.

² For prime offerors, these amounts should come from Schedule 3. Subcontractors will complete the applicable blank depending on subcontract type.

SCHEDULE 3**ESTABLISHMENT OF MAXIMUM FACTORS AND
CALCULATION OF PROPOSED AMOUNTS FOR FIXED FEE, AND PROFIT****Section I. Factors and Amount for Fixed Fee****A. Prime's Effort**

1. Insert 90% of proposed direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 90% of Prime's share of RFP-mandated travel \$ _____
4. Insert 90% of Offeror-estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (90% of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No.6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for fixed fee (this will also be included in Section H.4 of contract as maximum factor on other than prime's effort) _____%
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 90% of proposed amount for subcontracts \$ _____
12. RFP-Material \$ 9,000 _____
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Other Than Prime's Effort) \$ _____
15. Enter factor for fixed fee (this will be also be included in Section H.4 of contract as maximum factor on other than prime's effort) _____%

C. Calculation of Fixed Fee

16. Multiply No. 14 by the fee factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Fixed Fee) \$ _____
19. Add 17 and 18 (Total Cost-Plus-Fixed-Fee) \$ _____

Section II. Factors and Amount for Profit**A. Prime's Effort**

1. Insert 10% of Proposed Amount for Direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 10% of Prime's share of RFP mandated travel \$ _____
4. Insert 10% of Offeror estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (10% of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No.6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for proposed profit (this will also be included in Section H.4 of contract as maximum factor on prime's effort) _____%
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 10% of proposed amount for subcontracts \$ _____
12. RFP-Material \$1,000 _____
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Than Prime's Effort) \$ _____
15. Enter factor for proposed profit (this will also be included in Section H.4 of contract as maximum factor on other than prime's effort) _____%

C. Calculation of Amount of Profit

16. Multiply No. 14 by the profit factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Profit) \$ _____
19. Add 17 and 18 (Total Firm Fixed Price) \$ _____

Schedule 4**SUMMARY OF PROPOSED LABOR COST
LINE ITEM 0001**

Prime or Subcontractor Name: _____

Category	Hours	Unburdened Rate	Labor Cost
Senior Staff	10,350	\$	\$
Middle Staff	14,400	\$	\$
Staff	5,400	\$	\$
Junior Staff	5,400	\$	\$
Senior Technician	900	\$	\$
Technician	900	\$	\$
Admin Staff		\$	\$
Total Direct Labor			\$

Schedule 4**SUMMARY OF PROPOSED LABOR COST
LINE ITEMS 0002 AND 0005**

Prime or Subcontractor Name: _____

Category	Hours	Unburdened Rate	Labor Cost
Senior Staff	500	\$	\$
Middle Staff	2,500	\$	\$
Staff/Junior Staff/Senior Technician/ Technician	500	\$	\$
Subtotal Hours	3,500		
Administrative Staff		\$	\$
Total Direct Labor		\$	\$

Schedule 4**SUMMARY OF PROPOSED LABOR COST
LINE ITEM 0004**

Prime or Subcontractor Name: _____

Category	Hours	Unburdened Rate	Labor Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Subtotal Hours	1,800	\$	\$
Administrative Staff		\$	\$
Total Direct Labor		\$	\$

Schedule 5
LABOR COST REALISM INFORMATION

Prime or subcontractor Name: _____

Labor Category: Senior Staff		Labor Rate from Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

Labor Category: Middle Staff		Labor Rate from Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate
Labor Category: Staff		Labor Rate from	

		Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

Labor Category: Junior Staff		Labor Rate from Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

Labor Category: Senior Technician		Labor Rate from Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

Labor Category: Technician		Labor Rate from Schedule 4: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

* Escalated to cost proposal performance period.

Schedule 6**ALLOCATION OF LABOR HOURS****LINE ITEM 0001**

Prime Name: _____

	Senior Staff	Middle Staff	Staff	Junior Staff	Senior Technician	Technician
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Subcontractor D						
Subcontractor E						
Subcontractor F						
Total						
Per RFP	10,350	14,400	5,400	5,400	900	900

Schedule 6**ALLOCATION OF LABOR HOURS****LINE ITEMS 0002 AND 0005**

Prime Name: _____

	Senior Staff	Middle Staff	Staff, Junior Staff, Senior Technician, Technician
Prime			
Subcontractor A			
Subcontractor B			
Subcontractor C			
Subcontractor D			
Subcontractor E			
Subcontractor F			
Total			
Per RFP	500	2,500	500

Schedule 6**ALLOCATION OF LABOR HOURS****LINE ITEM 0004**

Prime Name: _____

LABOR CATEGORIES						
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Subcontractor D						
Subcontractor E						
Subcontractor F						
Total						

Schedule 7**INDIRECT RATES AND FACTORS**

Prime or Subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits		
Home Office Overhead		
Subcontract Burden		
ODC Burden		
Other (specify)		
G & A		
Cost of Money		

Contractor Fiscal Year Ends: _____

E. Section III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including costs incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR Subsection 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the Contracting Officer cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to insure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to insure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the Statement of Work and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime Contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite-delivery/indefinite-quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an indefinite-delivery/indefinite-quantity contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the

maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The contract type need not be consistent with the prime for each task order. For example, it is reasonable to expect that cost-plus-fixed-fee subcontracts will be issued under cost-plus-fixed-fee task orders. In addition, when justified, labor-hour or time-and-material subcontracts are allowed.

Information required for subcontract consent must be submitted as part of the Cost/Business proposal. However, the Offeror may refer to information in its Cost proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors who are not small business concerns shall submit a Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Businesses	10%
Awards to Small Disadvantaged Businesses	10%
Awards to Women-Owned Small Businesses	5%
Awards to HUBZone Small Businesses	1.5%

These goals are not intended to be mandatory but Offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward each of the three goals.

L.19 TECHNICAL PROPOSAL - INSTRUCTIONS TO OFFERORS

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein. Proposals for each line item must be prepared and submitted separately. Only small businesses may submit proposals on Line Items 0002, 0004, and 0005. Line Item 0003 will be negotiated directly with the selected 8(a) contractor.

A. Content

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and

brevity are important since they will facilitate the Government's evaluation procedure, and will also assure maximum credit being properly assigned to the various aspects of your proposal.

B. Page Limits

The maximum number of pages that may be submitted is as follows:

1. Past Performance: For Line Item 0001, the total overall page limit for the summaries of the Offeror's five most relevant contracts is fifteen (15). For Line Items 0002, 0004, and 0005, the total overall page limit for each line item for the summaries of the offeror's three most relevant contracts is nine. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the USCG Research & Development Center.
2. Resumes: For Line Item 0001, resumes are subject to an overall page limit of seventy-five (75). For Line Items 0002, 0004, and 0005, the overall page limit for each line item is twelve (12).
3. Additional Written Information in support of Oral Evaluation: For Line Item 0001, the written material, including a matrix detailing the participation of each firm and individuals proposed to be utilized, shall not exceed five pages. For Line Items 0002, 0004, and 0005, the written material shall not exceed three pages for each line item. There is no limit on the number of slides.

C. Process

The technical evaluation process has been designed to minimize the evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.

After the receipt of offers (proposals) by the Government, every eligible Offeror must make an oral presentation to the Government's Technical Evaluation Team. Six paper copies of slides to be used in the oral presentation and supporting written material must be submitted with the proposal. Offerors may not change their presentation slides or supporting written material after this submission.

For Line Item 0001, it is expected that the oral presentations will begin 21 calendar days after the closing date for receipt of proposals. For Line Items 0002, 0004, and 0005, it is expected that the oral presentations will begin 11 calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the presentation process will be dependent upon the number of acceptable proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. Eligible Offerors will receive notification at least seven calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time in writing. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the Contracting Officer.

D. Proposal Emphasis

Proposals should appropriately address the R&D process and functional areas in the Statement of Work (SOW). For Line Item 0001, functional areas listed in the SOW are in descending order of anticipated funding. Note: Work under the Human Factors functional area will initially be limited. Tasking is expected to significantly increase with the exercise of Option 2 under the contract. It is not expected that work under the Marine Fire Safety Research Services functional area will begin until year two of the contract.

The technical proposal shall consist of three parts as follows:

PART 1 - PAST PERFORMANCE (VOLUME II)

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20% of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals, which is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Contractor may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. For Line Item 0001, the Offeror must make a good faith effort to insure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. For Line Items 0002, 0004, and 0005, the offeror must make a good faith effort to insure that the list includes all prime contracts with a value over \$100,000 with the Federal Government. If the Offeror can demonstrate that including information on all such prime contracts with the Federal Government would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to insure that all prime contracts with the Federal Government relevant to the Statement of Work were not excluded. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or principal investigators. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror including those with customers other than the Federal Government.
- c. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:
 - 1) Name and address of customer
 - 2) Contract number
 - 3) Contract type
 - 4) Total contract value
 - 5) Description of contract work
 - 6) Contracting Officer address and telephone number

- 7) Contracting Officer's Technical Representative's address and telephone number
- 8) Administrative Contracting Officer, if different from item 6, address and telephone number
- 9) List of major subcontractors
- 10) Assessment of relevance to requirements identified in this solicitation.
- 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but may be obtained by the Government if the Government considers the contracts relevant.

d. From the above list, for Line Item 0001, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. For Line Items 0002, 0004 and 0005, the offeror must select no more than three contracts. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the selected contracts and the Offeror's corrective actions. The Offeror shall clearly document how the work performed under these contracts is relevant to the SOW including the Offeror's roles and responsibilities and the complexities of the work performed. The overall page limit for this documentation for Line Item 0001 is fifteen (15). The overall page limit for Line Items 0002, 0004 and 0005 is nine. This page limit does not apply to the list of other relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

e. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the selected most relevant contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the USCG Research & Development Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, a USCG R&DC Past Performance Questionnaire, included as Attachment 7, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified time frame, the negative past performance information will be evaluated as submitted

f. Offerors must send a Client Authorization Letter, Attachment #7, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.

g. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history, and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

h. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed, to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

i. If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

PART 2 - STAFFING (VOLUME II)

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract, in terms of technical expertise, experience, education and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted in accordance with Section D below.

A. Program Manager

The Offeror must identify the individual who will serve as the overall Program Manager for this contract and who will be identified under the Key Personnel clause in C.3. The individual's resume shall be submitted in accordance with Section D below.

B. Principal Investigator(s)

For Line Item 0001, a proposed Principal Investigator must be identified for each of the sixteen functional areas identified in the SOW. An individual may be the Principal Investigator for more than one functional area. One or more of the Principal Investigators may be personnel from subcontractors, if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for the proposed Principal Investigator(s) in accordance with Section D below.

For Line Items 0002, 0004, 0005, for each line item, one Principal Investigator must be identified and can be the same person as the Program Manager. A resume shall be submitted for the proposed Principal Investigator in accordance with Section D below.

C. Proposed Technical Staff

The purpose of this subcriteria is to assess the capability of the Offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the level of technical expertise, education, and training of the proposed staff.

For Line Item 0001, in addition to the resumes of the proposed Program Manager and Principal Investigators described above, offerors shall submit resumes that are representative of the following labor categories, as defined in Attachment A:

<u>Labor Category</u>	<u>No. of Resumes</u>
Senior Staff	3
Middle Staff	8
Staff	3
Junior Staff	3
Senior Technician	1
Technician	1

For Line Items 0002, 0004, and 0005, for each line item in addition to the resume(s) for the Program Manager/Principal Investigator provide up to four resumes representative of your staff. Indicate the labor category that best describes each individual you are proposing, including the Program Manager/Principle Investigator, as defined in Attachment A.

D. Resume Format

Resumes for the proposed project manager, and technical staff must be representative of, and consistent with, the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable in that relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

For Line Item 0001, resumes are subject to an overall page limitation of seventy-five (75) pages. No more than thirty-six (36) resumes (inclusive of the Program Manager and Principal Investigators) can be submitted in accordance with the above breakdown. For Line Items 0002, 0004 and 0005, the overall page limitation for each line item is twelve (12). No more than six resumes can be submitted. Indicate the labor category that best describes each resume.

PART 3 - ORAL PRESENTATION (VOLUME III)

TECHNICAL UNDERSTANDING AND MANAGEMENT APPROACH

A. Topics:

The Offeror shall use the presentation to demonstrate its understanding, approach, and allocation of resources to allow complete evaluation of its capability to provide the services required by the SOW. The Offeror shall describe how it plans to meet the requirements of the contract and demonstrate that it has the necessary understanding, expertise and experience to successfully accomplish the SOW. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the prime Contractor, proposed subcontractors, and individuals. For Line Item 0001, the Offeror shall describe its approach to forming teams as task orders arise. For all Line Items, the offeror shall describe its approach to managing task orders.

The oral presentation shall not encompass price, cost or fee.

B. Facilities and Presentation Media:

All presentations will take place at the USCG Research & Development Center, 1082 Shennecossett Road, Groton, CT in a meeting room. The Offeror will present from the front of the room. The Government will provide a view-graph overhead projector and screen for

overhead slides as well as a flip chart and markers. Offerors may choose to provide and use their own computer/projector equipment to display the presentation. The Government will record (audio and/or videotape) the presentations.

Offerors must use 8 1/2 inch by 11-inch overhead slides or computer projected slides to provide visual support for their presentation. Slide text must be black on a white background. Offerors may use colors other than black on white on graphical slides - e.g., bar charts or pie charts, etc. - when color is useful for conveying information.

It is preferred that slide text conform to the following or other similar typeface easily readable in an overhead presentation format.

Font: Times New Roman
 Size of heading font: 44 points
 Size of main text line font: 32 points
 Size of sub text line font: 28 points
 Lines of text per slide (i.e. number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to content. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc. that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides as stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information, which appears, on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest.

The Offeror must include in Volume III a matrix detailing how the Offeror has allocated the level-of-effort required, showing hours by names of individuals for whom resumes have been submitted and the team composition (prime and subs) using the RFP labor category descriptions. The matrix must be consistent with Schedules 4 and 5 in the cost proposal and identical to or consistent with the allocation matrix in the cost proposal. In addition to the matrix, the offeror may submit written information in support of and consistent with its oral presentation. All additional written material must be addressed and discussed during the presentation and will not be evaluated as stand-alone documents. Therefore, charts and matrixes are preferred with narrative minimized. Offerors will also describe their process to identify and select new team members as needed. Also present your approach for replacing major team members as needed to create a better mix of team members for an evolving functional area. For Line Item 0001 the supporting written material shall not exceed five pages. For Line Items 0002, 0004, and 0005, supporting written material shall not exceed three pages.

The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

C. Participant and Attendees:

The Offeror's presentation must be made by the proposed Program Manager and individuals identified as Principal Investigator(s) in the functional areas and for whom resumes have been provided. For Line Item 0001, the Offeror may bring no more than six (6) persons to the oral presentation, including no more than two non-presenting Offeror officials or employees. For Line Items 0002, 0004, and 0005 for each line item, the offeror may bring no more than three persons to the oral presentation. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation, including responding to questions, unless these individuals have been proposed to play a role as program manager or principal investigator. During the question and answer session, all questions will be directed to the proposed program manager who may direct one or more of the principal investigators to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal shall not be allowed to participate. At the time of the notification of the date and time for its oral presentation, an Offeror will be informed by the Contracting Officer if any of its proposed principal investigators are ineligible to participate. No substitutions for principal investigators will be allowed.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the Contracting Officer, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

Before the presentation, each presenter shall identify himself/ herself and the Offeror shall provide a written list of the presenters and any other representatives from the Offeror's company to the Technical Evaluation Team.

D. Presentation

For Line Item 0001, the Offeror will have ninety (90) uninterrupted minutes to make its presentation upon the Contracting Officer's direction to begin. The Contracting Officer will strictly enforce the time limit. For Line Items 0002, 0004, and 0005, the offeror will have thirty (30) uninterrupted minutes to make its presentation. The presentation shall begin with the presenter's introduction of himself/herself and other presenters by name, position, and company affiliation. For Line Item 0001, following the oral presentation there will be a recess of approximately twenty (20) minutes. For Line Items 0002, 0004, and 0005, there will be a recess of approximately eight minutes. For Line Item 0001, the Offeror will then be presented with up to ten (10) "pop quiz" questions related to the Government's requirements and program objectives. The Offeror will have up to five minutes per question for response time. For Line Items 0002, 0004, and 0005, for each line item, the offeror will be presented with up to four "pop quiz" questions with five minutes to answer each one. The Government may request clarification of any points arising from the Offeror's presentation, which are unclear or which need further support. However, the Offeror will not be able to modify its offer in response to a "pop quiz" question or request for clarification. Any such interchange between the Offeror and the Government will not constitute discussions or communications within the meaning of FAR 15.306(b). The time required for clarifications will not be counted against the Offeror's time limit.

ATTACHMENT A**Labor Category Qualifications****Senior Staff**

A Ph.D. (or equivalent *) in a field of study directly related to the Statement of Work (SOW) functional area(s). A minimum of 10 years of progressively increasing responsibility in directly related disciplines and/or projects is required. At least 5 years (of the 10 years) must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Middle Staff

A M.S., M.A., or M.B.A. (or equivalent *) in a field of study directly related to the SOW functional area(s). A minimum of 8 years of progressively increasing responsibility in directly related discipline and/or projects is required. At least 3 years (of the 8 years) must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Staff

A Bachelor's Degree (or equivalent *) in a field of study directly related to the SOW functional area(s). A minimum of 5 years of progressively increasing responsibility in directly related disciplines and/or projects is required.

Junior Staff

A Bachelor's Degree (or equivalent *) in a field of study directly related to the SOW functional area(s) or an Associate's Degree in a field of study directly related to the SOW functional area(s) plus a minimum of 2 years of progressively increasing responsibility in directly related disciplines and/or projects is required.

Senior Technician

A minimum of nine (9) years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of 2 years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Equivalence

* See Table of Labor Category Qualifications and Equivalences

TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

	Years		
Labor Category	General Experience	Specific Experience	Degree
Senior Staff	10	3 of the 10	Ph.D.
	13	5 of the 13	MS/MA/MBA
	15	7 of the 15	BS
Middle Staff	8	3 of the 8	MS/MA/MBA
	10	5 of the 8	BS
	12	7 of the 12	AS/AA
Staff	5	3 of the 5	BS
	8	5 of the 8	AS/AA
	11	7 of the 11	HS
Junior Staff	0	0 of the 0	BS
	2	1 of the 2	AS/AA
	4	2 of the 4	HS

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.dot.gov/ost/m60/tamtar/>

FEDERAL ACQUISITION REGULATION (FAR) - SOLICITATION PROVISIONS

52.217-5 Evaluation of Options

(JUL 1990)

M.2 GENERAL

A. Basis for Award. **It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations.** Under Line Items 0001, 0002, 0004, and 0005, award will be made to one or more responsive and responsible Offerors whose offers provide the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

B. Order of Importance. The evaluation factors other than cost, i.e., the technical proposal, when combined, are significantly more important than cost in the selection of Contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the Past Performance, Staffing and Technical Understanding and Management Approach of Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards.

C. Small Business Participation. For each of Line Items 0002, 0004, and 0005, one or more awards will be made to small business concerns that provide the best value to the Government. For Line Item 0001, the Government will use full and open competition procedures to award from three to five contracts under this solicitation to those offerors that provide the best value to the Government. Both large and small businesses may propose and small business participation as subcontractors is encouraged.

M.3 PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Past Performance and Staffing factors, and an oral presentation in which the Offeror will demonstrate Technical Understanding and Management Approach, as described in detail in Section L.

Criteria for Evaluation. The criteria for evaluation are described below. The three criteria will be given equal weight in evaluating proposals.

A. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the Statement of Work (SOW). The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) quality of product/service; (2) timeliness of performance; (3) cost control; (4) business relations; and (5) meeting Small Disadvantaged Business subcontracting requirements. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on Past Performance.

B. Staffing. For Line Item 0001, the purpose of this criterion is to assess: (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Principal Investigator in each of the functional areas of the SOW, and (3) the depth and breadth of technical staff available in terms of experience, qualifications, and education relevant to the functional areas as outlined in the SOW. These three subcriteria are of equal importance. For Line Items 0002, 0004 and 0005, the purpose of this criterion is to assess: (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Principal Investigator for the functional areas of the SOW, and (3) the technical staff team available in terms of experience, qualifications, and education relevant to the functional areas as outlined in the SOW.

C. Technical Understanding and Management Approach. Evaluation of this factor will be based on an oral presentation by the Program Manager and Principal Investigators identified under criterion (B) Staffing, above. The purpose of this criterion is to assess: (1) the Offeror's technical understanding of the requirements of the SOW including the SOW R&D process and critical technical issues regarding the SOW functional areas, and (2) the Offeror's approach and experience to managing tasks, teaming at the task level, and identifying new team members. These subcriteria are of equal importance.

M.4 COST AND BUSINESS/MANAGEMENT EVALUATION CRITERIA

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with Federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration.

The following forms the basis of the Cost and Business/Management evaluation **and will be considered in the selection.** These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs.
3. Reasonableness of the proposed fees and profit.
4. Acceptability of Cost Control Plan.
5. The acceptability of the Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (Section I, FAR 53.219-9)(applies to large business concerns only)

DATA DELIVERABLES (SAMPLE)

Deliverable No. 1

Title **Monthly Progress Report**

Reference/Guidance Documents

Contractor's Progress, Status and Management Report (DI-MGMT-80227)

SOW Reference Para 5.0

Submission/Distribution

Monthly Report

Submission Date: 15th day of each month

#Copies

Copies To:

1

COTR

1

KO

Electronic copy only (MS Office for Windows compatible – current version)

Deliverable No. 2

Title **Monthly Expenditure Report**

Reference/Guidance Documents

Funds and Man-hour Expenditure Report (DI-FNCL-80331)

SOW Reference Para

Submission/Distribution

Monthly Report

Submission Date: 15th day of each month

#Copies

Copies To:

1

COTR

1

KO

Electronic copy only (MS Office for Windows compatible – current version)

Deliverable No. 3

Title **Presentation Materials**

Reference/Guidance Documents

Contractor's Format

SOW Reference Para

Submission/Distribution

Draft Presentation

Submission Date: Approximately 150 days after award

Government Review: Within 5 days

#Copies

Copies To:

1

COTR

Electronic copy only (MS Office for Windows compatible – current version)

Final Presentation

Submission Date: 5 days after government comments

#Copies

Copies To:

1

COTR

One set of transparencies, one paper copy of transparencies, five copies of handouts, and electronic copy (MS Office for Windows compatible – current version) delivered by email (max file - 2 Mbytes) or on disk.

Deliverable No. 4

Title **Technical Report**

Reference/Guidance Documents

Contractor's Format

SOW Reference Para

Submission/Distribution

Outline Report

Submission Date: Approximately 120 Days After Award

Draft Report

Submission Date: Approximately 200 Days After Award

Government Review: Within 60 days

#Copies

Copies To:

1

COTR

Final Report

Submission Date: Approximately 30 Days After Government Comments

#Copies

Copies To:

3

COTR

Three paper copies and electronic copy (MS Office for Windows compatible – current version)
delivered by email (max file - 2 Mbytes) or on disk.

STATEMENT OF WORK

UNITED STATES COAST GUARD
RESEARCH AND DEVELOPMENT TECHNICAL SUPPORT SERVICES**C.1 BACKGROUND**

The United States Coast Guard Research and Development (CGR&D) Program provides the Coast Guard's sole facility performing research, development, test and evaluation (RDT&E) in support of the Coast Guard's major missions of Maritime Law Enforcement, Maritime Safety, Marine Environmental Protection and National Security. CGR&D efforts are broad and varied. They support Coast Guard acquisition and regulatory processes and improve the efficiency and effectiveness of Coast Guard operations and resources.

C.2 SCOPE OF WORK

CGR&D activities which will be supported by these multiple award contracts are broadly based, covering every Coast Guard mission area, a variety of sponsoring organizations, and a wide variety of functional areas within the broad category of Coast Guard research and development. The contracts broadly address the analysis and assessment of Coast Guard systems and issues from a variety of perspectives. These perspectives include system performance and effectiveness, supply and demand forecasts, marketing, user needs/wants analyses, impact analysis, socio-economic analysis, industry analysis, policy and regulatory development, strategic planning, operations and maintenance assessment, risk assessments, capital investment needs, infrastructure and equipment management, metrics development, and critical technologies planning and evaluation. Projects generally address issues of national importance, requiring an appreciation of local, national, and international maritime issues and trends and an appreciation for the various public and private interests at work within these areas.

CGR&D has limited resources both in terms of budget and personnel. Project selection carefully matches Coast Guard strategic goals with R&D skills to ensure that each project selection is an optimal investment of funds. Strategic planning has closely reviewed past research efforts and future directions. The result is a partition of the projected budget into 16 functional areas listed and defined in C.4.

Skill areas that have contributed to successful task orders in the past include:

- Engineering (systems, ocean, safety, fire, fluid, naval, chemistry, biology, marine, material, environmental, mechanical, electrical, electronics, communications, computer, industrial, civil, database)
- Biology/Marine Biology
- Business Management
- Chemistry
- Computer Programming
- Conference Facilitation
- Cost and Financial Analysis
- Database Application Development
- Economics and industry analysis
- Engineering psychology and human performance
- Environmental science
- Industrial Architecture (design industrial facility)
- Industrial Hygienist
- Instructional Design
- Logistics
- Mathematics/statistics
- Naval architecture
- Navigation specialist
- Oceanographer (Chemical, Biological, Physical, Geological)
- Operations Research

- Organization development and business process design
- Physical science
- Physics
- Physiology
- Risk Analysis
- Simulation and modeling (Includes physical modeling)
- Software Engineering
- Statistics
- Technical Management
- Technical Writer
- Technicians (electrical, mechanical, communications, electronics)
- Toxicologist
- Certified Video Conferencing Technician
- Satellite Broadcast Technician
- AV Equipment Technician
- Illustrator
- Graphic Artist
- Desk-top Design
- Video Production Specialist
- Copy Writer

C.3 R&D PROCESS

The CG R&D Program has designated the development and use of a systematic process for selection, execution and implementation for all R&D efforts as one of its strategic objectives. The R&D Program's Management Board has adapted a stage-gate process as the backbone for R&D product life cycle. This New Product Gating (NPG) process is aimed at helping the R&D Program and the Coast Guard make better decisions about which new products to employ to improve the way the Coast Guard operates. NPG is a five-stage process covering a product's entire life cycle from conception through implementation. However, the R&D Program does not "own" the process nor is it likely to perform every stage for every project.

NPG has a strong customer/market orientation with an emphasis on doing a good job at the front end. It is characterized by stages made up of fast paced parallel activities conducted by multi-functional teams of technical, financial, and marketing specialists. The system divides the new product project into discrete and identifiable stages, each designed to gather information needed to move the project to the next decision point. A go/stop decision gate precedes each stage. Gates have predefined, specified sets of "must meet" requirements and "should meet" desirable characteristics which serve as checkpoints for quality control. Because each stage costs more than the preceding one, gate criteria become more rigorous as the NPG process progresses. Gates also designate output for subsequent stages. Gates are typically staffed by senior managers from different functions, who "own" the resources the project requires.

NPG Components:

Ideation - Idea Generation: This is an ongoing, proactive phase where product ideas from inside and outside of the R&D Program are generated and prepared for screening at Gate 1.

Gate 1 - New Start Screen: Evaluates each submitted idea in terms of technical feasibility, strategy alignment, and value to CG to determine if the area has sufficient potential to commit resources for preliminary investigation.

Stage 1 - Preliminary Investigation: A quick scoping (10-20 staff days) of the project to determine its technical merit and value to the CG. It includes a preliminary market assessment, technical assessment, and economic assessment.

Gate 2 - Second Screen: A more rigorous evaluation of the product's implementation potential and market attractiveness, as well a closer look at technical feasibility, goal alignment, and CG value addressed during Gate 1.

Stage 2 - Build CG Business Case: This detailed investigation includes a user needs-wants study, a detailed market analysis, concept testing, and a detailed technical appraisal and economic analysis. Its purpose is to define the product's attributes and verify its attractiveness prior to a commitment to heavy spending in the development stage

Gate 3 - Decision on CG Business Case: This is the last point where a project can be stopped prior to product development. Criteria are tougher than at previous gates. Gatekeepers include high level CG decision-makers. To pass this gate the product must be high priority and have proven value to the CG. It must also be well-planned, well-defined, supported by key stakeholders and have a high likelihood of being implemented.

Stage 3 - Development: Stage 3's output is a lab-tested prototype of the product. Stage 3 emphasizes technical work, while marketing and implementation activities also proceed in parallel. Market analysis and customer feedback continue, with constant opinion sought as the product takes shape during development. It's an iterative process. Meanwhile, detailed market test plans, market launch programs, and production and operations plans take shape. At the same time, the innovation team updates its financial and legal analyses.

Gate 4 - Continuation Board: At this post-development review, planners recheck the continued attractiveness of the project. Has work proceeded in a quality fashion? Does the developed product conform to the original definition specified at Gate 3?

Stage 4 - Testing & Validation: This stage tests and validates the entire project -- the product itself, the CG implementation process, customer acceptance, and the economics. Stage 4 requires a number of activities.

- In-house product tests check product quality and performance under controlled or lab conditions.
- User or field trials verify that the product functions under actual use conditions, and generates customer "pull" for the product.
- Trial, limited, or pilot production debugs the implementation process and determines more precise implementation costs and throughputs.
- Pretest trials gauge customer reaction, measures the effectiveness of the launch plan, and determines expected CG acceptance and usage.
- Revised financial analysis checks on the continued economic viability of the project, based on new and more accurate cost data.

Gate 5 - Pre-implementation Business Analysis: The pre-implementation business analysis of the final gate, Gate 5, opens the door to full CG implementation. It is the final point at which the project can be stopped. Criteria to pass Gate 5 focus largely on the quality of efforts to date, on the appropriateness of the implementation plans, and on the financial viability of the product.

Stage 5 - Full Implementation/CG Launch: This final stage involves putting the implementation or operations plan in motion. Given a well-thought-out plan of action backed by appropriate resources and barring unforeseen events, it should be clear sailing for the new product.

PIR - Post-implementation Review: Approximately 6-18 months after the product has become integrated into the CG, the R&D Program management reviews the project's performance to assess its strengths and

weaknesses and to identify lessons learned that may be applied to future projects. The project team remains responsible for the success of the project through this post-launch period, right up to the point of the post-implementation review.

C.4 FUNCTIONAL AREAS

Functional areas are listed in descending order of anticipated funding for the next five years.

C.4.1 Sensors – Sensor technology is required to support most of the Coast Guard's many operational missions. Coast Guard investments in sensor technology must provide multi-mission utility on a very limited number of airborne and surface platforms, or must deliver mission-essential information to those platforms and to command centers.

The Coast Guard has documented its sensor-related performance gaps and capability requirements in its "C4ISR Objective Architecture and Transition Plan." Recently, these requirements have been updated and prioritized by the operational program offices. The R&D program seeks to identify new sensor technologies and adapt existing technologies that can meet high-priority sensor needs of the Coast Guard in ways that are both practical and cost-effective. The R&D Center plans to pursue this goal by:

- a. identifying and evaluating promising sensor technologies against high-priority CG multi-mission requirements,
- b. where practical, testing at-sea performance of promising sensors against that of existing CG assets,
- c. evaluating multi-mission performance of technology alternatives through validated modeling and simulation,
- d. conducting detailed CG market analysis of new sensor technology alternatives,
- e. analyzing total ownership costs and return on investment for sensor technology alternatives and
- f. preparing detailed business case analyses for senior CG investment decision-makers.

The R&D Center has recent and/or ongoing projects in shipboard and airborne search radar, satellite and airborne synthetic aperture radar, shipboard and airborne inverse synthetic aperture radar, infrared, night vision, electro-optical and acoustic sensor technologies. These projects have typically focused on performance of a sensor technology relative to only a single or a few CG mission(s).

Future R&D efforts will focus more on the broader, multi-mission utility of these technologies. Mission applications may include law enforcement, search and rescue, ice operations, marine environmental protection, defense operations, intelligence, marine science and aids to navigation. Additional sensor technologies that may be investigated include, but are not limited to, high-frequency surface wave radar, signals intercept, passive microwave imaging, active gated imagers, multi-spectral scanners and innovative, "non-traditional" platforms for sensor systems such as unmanned and autonomous vehicles.

An increasing emphasis is being placed on the fusion, analysis and exploitation of data from multiple sensors and other sources. Future R&D projects may seek practical methods of performing this function to produce "hybrid" information that is useful to Coast Guard command centers, mission planners and decision-makers. These methods must combine multiple data sources into value-added products that present a common operational picture to support multi-mission operations.

C.4.2 Aquatic Nuisance Program (ANS) – ANS strives to develop and evaluate potential ballast water management practices to control the spread of aquatic nuisance species by major vessels or by no ballast on board vessels (NOBOB) that contain sediment in their tanks. Research efforts may require identifying

and providing the necessary facilities to do field testing on a macro scale. Topics to be investigated in the future include:

C.4.2.1 Ballast Exchange

- a. *Ship Safety*. Ship safety must be assured during any ballast exchange at sea. ANS needs to identify conditions that would affect a ship's ability to do ballast exchanges. Among items that need to be addressed are the types of ships that have trouble meeting the requirements and the type of weather conditions that would force a ship into non-compliance during an exchange.
- b. *Forensic Law Enforcement*. Future mandatory ballast exchange regulations will require Coast Guard enforcement. ANS will investigate scientific methods of forensic identification, which must prevail, in a federal court of law.

C.4.2.2 Alternatives to Ballast Exchange

- a. *Thermal Techniques* – Temporarily elevating water temperature can effectively destroy some larger, cold-water aquatic nuisance species.
- b. *Filtration System* – This technique filters ballast water while a vessel is in commercial operation. Study areas include periodic back-flushing requirements and filter size requirements.
- c. *Ultraviolet Treatment* – This technique uses UV energy, which is capable of destroying the cellular components of most pathogenic bacteria and viruses.
- d. *Magnetic Fields* - Passing biologically contaminated fresh water through a magnetic field destroys organisms.
- e. *Electric pulse* – This technique uses short bursts of high voltage energy applied to two electrodes or to an in-water arc mechanism (pulse plasma).
- f. *Wastewater* – The process pre-treats ballast water and then pumps it into municipal wastewater treatment facilities.
- g. *Chemicals* - The use of chemicals to kill organisms in ballast water and sediment may provide a method to replace ballast water exchange. Research in this area is expected on the following:
 1. *Oxidizing Biocides* - Oxidizing agents are highly effective biocides that destroy the cell membranes of microorganisms.
 2. *Nonoxidizing Biocides* - Nonoxidizing biocides include many compounds frequently used in industry for treating biological growth and sediment accumulation in large water storage tanks.

ANS anticipates that the complexity of the problem will require an array of different methods. These methods will be geared to different vessel operating areas depending upon their costs and environmental impact expected.

C.4.2.3 NOBOB Research

Approximately 90% of the foreign vessels entering the Great Lakes system are fully loaded with cargo and thus claim to have “no ballast on board” (NOBOB). These vessels cannot undertake conventional ballast exchange due to load limits, yet they carry substantial unpumpable residuals which are later re-suspended and discharged into U.S. waters during normal cargo loading and unloading operations. Research will focus on preventing species spread caused by NOBOB vessels.

C.4.3 Law Enforcement Technologies – Research supports the operational fleet to detect, classify, process information, track, pursue, and intercept vessel targets. These targets are generally classified as passive and evasive, but have been recorded as both active and occasionally aggressive. Research also supports vessel search techniques.

Research is expected to be multi-functional and will cover the following major areas: surveillance of targets, pursuit and intercept of targets, safety of boarding team personnel, contraband search aboard suspect vessels and information processing and dissemination. Surveillance of targets focuses on sensor technologies. Pursuit and intercept research explores the use of marking and identifying tags, non-lethal methods of propulsion disruption, and applications of unmanned vehicles systems (aerial, surface, stationary and submerged). Contraband search investigations include evaluation of bulk methods (physical, chemical, radioisotopes, acoustic/ultrasonic), particulates (sprays, chemical sensitive papers, ionizers), and molecular or biological methods.

Information processing and dissemination may include systems engineering and component integration in support of image processing and sensor fusion. Fused sensor outputs (data) may require evaluation efforts or efficient transmission and dissemination over wide area networks and to remote locations.

C.4.4 Decision Support/Modeling/Simulation Systems – This area focuses on development of mathematical models, simulations and other decision support tools across all Coast Guard mission areas. Types of application may include mission analysis support, business process re-engineering, system performance assessment, analysis of tactics and doctrine, and acquisition. The scope encompasses all areas of RDT&E work conducted by the Coast Guard in support of maritime operations technology. Representative areas include:

1. Search and Rescue (SAR) - Tasks are likely to include design, execution and analysis of field tests; literature research; mathematical modeling; simulation; development of mission planning software and web-based tools; analysis and modeling of oceanographic processes, database development; development of decision support tools and development of optimal search tactics and resource allocation schemes.
2. Law Enforcement (LE) – Decision Support/Modeling/Simulation Systems will support all areas of Law Enforcement Technologies research.
3. Defense Operations (DEF OPS) - Tasks may require a security classification up to and including the SECRET level. Much of the required effort in support of DEF OPS is expected to be multi-disciplinary and overlap with many of the technologies investigated for the LE mission.
4. Ice Operations (IO) – Research in this area is oriented towards monitoring the movement and decay prediction of large ice masses, surveillance of ice cover for navigation and channel clearing to reduce flooding in areas such as the Great Lakes region and to support operations in the Polar regions. Efforts may explore systems and technologies that can detect and predict ice movement, detect pressure ridges, measure ice thickness and provide input for favorable marine traffic navigation through ice infested routes.

C.4.5 Ship Systems Energy Efficiency – Research will develop and evaluate technologies and methods to reduce energy consumption and reduce fossil fuel consumption throughout the Coast Guard. Major focus areas are marine vessels and shore facilities.

C.4.5.1 Marine Vessels

Research will identify, test, evaluate and recommend new technologies that improve existing ship systems energy efficiency. Major systems evaluated may include propulsion, ship service power generation, electrical, hydraulic, steering, fuel, lube, HVAC, refrigeration, waste treatment, etc.

Evaluation areas include: novel ship designs that incorporate innovative hydrodynamics and propulsor designs; computer monitoring and control of engine performance and fuel consumption; new power generation technologies such as fuel cells, efficient diesel generators, inter-cooled recuperative gas turbines, etc. that lower fuel costs; use of alternative fuels such as compressed natural gas, liquified natural gas, liquified petroleum gas and their use in multi-fuel engines; synthetic fuels and lubricants, and additives; and safety of proposed technologies. Appropriate International Maritime Organization (IMO) or marine safety codes as required will be developed. Implications for shore-side support of these technologies, including their impact upon port safety, will be investigated. The impact these technologies may have upon training and maintenance; operational changes that may result from introduction of new technologies; and operational models to minimize fuel consumption will also be investigated.

C.4.5.2 Shore Facilities

Research will identify, test, evaluate and recommend new technologies that improve energy efficiency of shore facilities, primarily buildings. Facility topics that may be examined include heating, ventilating, air conditioning (HVAC), lighting, building materials, design and siting, environmental treatment of exhausts and waste treatment. Research will identify, test and evaluate energy monitoring systems and develop methods to collect, display and analyze baseline energy consumption data. Novel building techniques or modifications that may include photovoltaic systems, geo-thermal, etc. will be evaluated. Impacts upon personnel training and maintenance will be identified. Safety impacts and necessary changes to building codes will be evaluated. Auxiliary support vehicles such as forklifts, utility transport or maintenance vehicles may be examined to identify opportunities to reduce overall energy consumption using battery or alternative propulsion methods. The use of alternative fuel systems such as CNG may be evaluated.

C.4.6 Advanced Communications Technology – Many Coast Guard communications systems are not up-to-date. They suffer to varying degrees from transmission errors, single points of failure, non-interoperability, lack of coherent security and excessive delivery and acknowledgment times. As a result, these systems can prevent effective execution of missions. The objectives are to analyze requirements, develop architectures, prototype concepts and develop acquisition and support philosophies for communications systems and services that support Coast Guard-wide C4I/IRM applications for all Coast Guard mission areas. The systems and services must be accurate, robust, interoperable, secure and timely to the degree defined by the specific application. The final results of all efforts must move towards standards-based, non-proprietary solutions.

C.4.7 Risk – Research includes development, testing and evaluation of U.S. Coast Guard risk management and system safety programs. These programs broadly support Coast Guard internal operational risks, i.e., the full spectrum of Coast Guard facilities and platforms where operations, engineering, or management systems can be modified to reduce risk levels. They also support Coast Guard external risks, i.e., where the Coast Guard has influence over marine industry risks. Risk R&D will provide: quantitative and qualitative hazard analysis, probabilistic and qualitative risk assessments, risk communication strategies, risk management tools and strategies, decision analysis techniques, risk-based decision-making tools, operational risk management tools, facility and platform system safety audits, system development, and other system safety related work. Risk R&D covers all Coast Guard mission areas. Specific topics to be investigated in the future include:

C.4.7.1 Risk-based Decision-making Tools

Risk-based decision-making tools and methodologies are needed to support a broad spectrum of Coast Guard decision-making activities including operational risk, engineering and logistics,

acquisition, and waterways management. Research in Coast Guard regulations and resource allocation requires an in-depth understanding of Coast Guard decision-making needs combined with the skills required to develop or apply risk-based technologies, guidelines, or strategies to improve overall performance. Development of technical and organizational integrated approaches are needed to effectively tie risk-based decision-making components into business processes.

C.4.7.2 Vessel and Shore Facility Safety

The Coast Guard is working to improve the management and control of loss exposures and risk aboard its own vessels and shore facilities. We anticipate requirements for hazard and risk analysis of ship systems and shore facilities with a diverse application of risk assessment tools, e.g., hazard/risk screening analysis tools, broadly-focused, detailed tools, and narrowly-focused, detailed tools. Risk assessment applications need to identify and rank risks of accident scenarios. Integrated risk management processes are needed to evaluate alternative risk minimization actions, rank those actions, and to select actions/controls that reduce loss exposure. Research needs to apply methodologies to improve vessel systems safety and reliability through such fronts as reliability-based centered maintenance, risk-based inspection, operational risk management procedures, and safety leadership. These capabilities are also required for Marine Transportation System related technology demonstrations.

C.4.7.3 Risk-based Regulatory Development & Analysis

Others agencies and industry have begun demonstrating the value of risk-based regulations in optimizing agency safety efforts, e.g., prioritize regulatory development efforts, establish/justify need for new regulations or standards, and review of existing regulations. Support is required to examine, develop methodologies, and prototype applications in the field of risk-based regulations for the Coast Guard.

C.4.8 Waterways Management/Navigation/Aids to Navigation (WWM/Nav/AtoN) - This functional area is responsible for research and development of technologies and systems that improve the Coast Guard's ability to satisfy the needs of commercial vessel traffic and recreational boating while maintaining high standards for safety, mobility, and environmental protection. The scope of work ranges from projects with a global, comprehensive view of waterways in which the ship and the waterway are considered as a system, to projects that directly address one aspect of the system. Examples of this include enhancements to the visual aids to navigation system or the creation, delivery, and use of critical marine information for navigation. One goal of the research is to support the vision of the United States Marine Transportation System to be the most technologically advanced, safe, secure, efficient, effective, accessible, globally competitive, dynamic and environmentally responsible system for moving goods and people.

C.4.9 Human Factors – Research focuses on designing equipment, systems, and work environments to accommodate the capabilities and limitations of the human user. It considers a myriad of factors such as anthropometry, the design of displays and controls, the allocation of functions between the machine and the human, the effects of heat, vibration, noise, and lighting on the human, human cognition, attention, and memory, sensation and perception, and individual and team performance. Human Factors Engineering should be a component of virtually every project at the R&DC.

C.4.10 Marine Environmental Protection (MEP) - Research strives to enhance the USCG's capabilities in oil spill response in the areas of spill countermeasures, alternative countermeasures, spill planning and management, spill surveillance, and training.

C.4.10.1 Countermeasures

MEP R&D provides technical input on current and recommended countermeasures that include:

- in-situ burning – use of fire booms and other equipment;
- fast water areas – development of equipment and procedures for use in currents over two knots;
- non-floating oils – develop test systems to locate and track non-floating oils;
- equipment inventory – evaluation of the use and placement of CG and contractor response equipment;
- dispersants – develop use protocols and training aids for the use of dispersants on oil spills.

C.4.10.2 Planning and Management

MEP R&D provides technical input on current and recommended methods to plan for and manage spills that may include:

- contingency plans - evaluate use of equipment, evaluate and develop plans/scenarios;
- Incident Command Centers - evaluate and develop equipment and decision-making processes and tools.

C.4.10.3 Training

MEP R&D provides technical input for training systems, such as field guides and operations manuals, for responders uses techniques such as: dispersants; in-situ burning; fast-water areas; and non-floating oil.

C.4.11 Search and Rescue (SAR) – SAR research involves those functions, equipment, activities, and computer support required to successfully locate, identify and recover search objects that are generally classified as passive and non-evasive. One area of SAR research is sensor technology that supports electronic and visual search missions.

Another area of research is the development of search planning tools including techniques and software that assimilate SAR case information, environmental data and search performance data into products that help operational units determine optimal search areas. These products may help estimate initial distress location, predict search object drift, recommend search patterns and tactics that maximize the probability of search success (POS) and allocate SAR resources to maximize the chance of successful rescue.

RDT&E tasks associated with the SAR mission are likely to include design, execution and analysis of field tests; literature research; mathematical modeling; simulation; development of mission planning software and web-based tools; analysis and modeling of oceanographic processes; database development; development of decision support tools; and development of optimal search tactics and resource allocation schemes.

C.4.12 Training Systems - R&D objectives are to enhance the effectiveness of training and the resulting efficiency and safety of workforce performance. Training System R&D will provide a technical basis for training and assessment-related regulatory decisions, analyze and guide planning to meet the increased skill requirements for more sophisticated Coast Guard platforms, and exploit new training technologies and alternative delivery systems. The scope of the work covers Training Systems research, development, test, evaluation, and analysis for use in all Coast Guard mission areas.

Training Systems research may be required to address products developed within any of the functional areas of this contract. Training requirements will typically be identified during the preliminary

investigation when project scope is defined. Training will be integrated into the product development to maximize implementation success.

C.4.13 Naval Architecture and Marine Engineering (NA&ME) – Objectives are to evaluate and develop new technology for Coast Guard vessels, remote sites and other platforms. This includes performance improvements and improvements in operations, logistics and effectiveness of ships, boats, and remote land based sites. Work will result in increased safety, economy, efficiency, and operational effectiveness, while reducing casualties and costs.

Required support includes research, analysis, requirements definition, conceptual design and evaluation, prototype development, engineering and scientific analysis, laboratory testing, system engineering, field testing, simulation, advanced and engineering development, quality assurance, environmental effects, and evaluation of systems and subsystems. Work generally will be analyses of specific problems, test and evaluation, cost, and performance estimates of new and advanced ship systems and concepts, as well as analyses of logistic factors unique to new and advanced ships and other craft. In addition, this effort may include design, development, and testing of experimental hardware to demonstrate technological feasibility or prove design concepts. Efforts will be primarily performed for existing and proposed craft, patrol boats and other cutters. This may include advanced marine vehicles, remotely operated vehicles (ROVs), and unmanned aerial vehicles (UAVs).

C.4.13.1 Performance Analyses and Measures of Effectiveness

Efforts include determining performance of given systems, vehicles, platforms and sites; performing trade-off studies to optimize or otherwise discriminate among candidates; determining measures of effectiveness; calculating and evaluating measures of effectiveness; performing calculations and making predictions using computer-based analytical models to estimate operational and economic performance; and performing tests to verify predictions, and analyses to optimize parameters.

C.4.13.2 System Analysis and Evaluation

Determine power system loads for given vehicles, platforms and sites for various conditions. Analyze and evaluate system requirements, develop alternative approaches and evaluate performance. Develop dynamic models and prototypes to evaluate performance and response to load transients and environmental factors.

C.4.13.3 Test Planning and Support

Develop plans for model, prototype and full-scale technical evaluation. Support tests by calibrating and installing instrumentation, collecting and analyzing data, interpreting and evaluating results, and writing reports. In cases of novel or unusual tests, the contractor may be required to provide or lease instrumentation.

C.4.14 Marine Fire Safety Research Services - The U.S. Coast Guard is interested in marine fire safety as an owner/operator and as a regulator. As the owner and operator of its own fleet, the Coast Guard can control aspects such as construction, alterations, equipment, personnel, and training. The U.S. Coast Guard regulates the U.S. commercial fleet and inspects foreign vessels using U.S. ports. Research, testing, and evaluation is conducted to increase safety, safely adopt new technology, and to develop international and national regulations. This research covers fire science, fire protection engineering, fire modeling, life safety (egress and toxicity), thermodynamics, reliability, and risk assessment. As this research is to resolve fire safety issues, the nature of the actual work shifts with time. Several of the work areas are listed below.

C.4.14.1 Test standards

The development and evaluation of fire test standards may include small and full-scale tests. These standards may address such items as ignition, heat release rate, heat of combustion, flame spread, smoke production, toxicity, fire endurance, and fire suppression. The evaluation may address how the adoption of a proposed standard would affect the current selection of approved materials or equipment. It may require the development of acceptance criteria to be used with the standard. It may require using the standard to determine if it can discriminate between materials. It may require determination of the repeatability and the reproducibility of the standard within a lab and between labs. It may require detailed analysis of the standard to identify ambiguities, clarity, and sources of error. The area may include the development and writing of a test standard.

C.4.14.2 Fire suppression

This area may address an evaluation of the current suppression technology to handle particular hazards such as bulk cargo fires and high-pressure fuel spray fires. It may require the evaluation of new technology such as water mist to determine the limits and ability of the technology. Often this work requires engineering analysis to determine the important factors, the development and execution of large-scale fire tests, and the analysis of data and development of engineering models. It may lead into the area of test standards.

C.4.14.3 Fire safety analysis

This area may address a single item such as the handling of a particular cargo or may address an entire vessel as a system. It may require the application of fire science and fire protection engineering to understand the interaction of the fire and the system including the spread of flame and smoke. It may require the application of hazard and risk analysis techniques to evaluate the performance of a system including its mechanical components, structural components (passive fire containment and fire endurance), human components (manual fire fighting), and life safety (egress, toxicity). This area often requires the development of cost-effective suggestions for reducing hazards or risk.

C.4.15 Business Planning - R&DC uses a systematic process for conducting a project from an idea to final operational implementation. R.G. Cooper describes this process in the book Winning at New Products (Addison-Wesley). Business planning plays an important part in the initial phases of project selection and planning. Business planning activities include:

C.4.15.1 Market potential assessment via market analysis

This involves market analysis to determine the attractiveness and scope of a new product and/or technology (P/T); using a variety of tools ranging from less formal, open-ended interviews to more structured market research and customer survey techniques; identifying customer needs, wants, and problems, both articulated (i.e. expressed as such by users or customers) and unarticulated (i.e. not expressed by, and even possibly unknown to them); and detecting underlying root issues and causes. This also involves using this information to recommend improvements or modifications to the features or functionality of the new P/T; quantifying the value of the new P/T to customers, the risks of failure, and the scope or size of the potential market; testing the P/T concept via customer interviews, focus groups, field trials, prototypes and other such means; and preparing formal reports with details and an executive summary of the market analysis and recommendations.

C.4.15.2 Financial viability assessment

This involves performing financial analysis to determine the viability of an idea/opportunity including the compilation, quantification, and analysis of data relating to costs, benefits, and risks over relevant time frames. Assessment tools used range from simple measures such as cost-benefit ratios or payback periods to more elaborate methods such as discounted cash flow and internal rate of return. Deliverables include formal reports, with details and an executive summary of the financial viability analysis and recommendations.

C.4.15.3 Translation of P/T concept into detailed definitions and specifications

This includes refining general P/T concepts into specific P/T definitions, features, and functionality to deliver benefits that meet customer needs; conducting voice of the customer inquiry to understand user root cause requirements; and using formal techniques, such as quality function deployment to translate customer inputs into technical specifications.

C.4.15.4 Organization of market, technology, and financial information into a business case

This requires synthesizing, integrating, and organizing the financial, technical, and market information and analyses provided by other sources into a concise but comprehensive picture for use in making investment decisions; developing specific templates or formats used for preparing a formal business case/plan; tailoring the format and material to a specific audience so it is both understandable and persuasive; and developing presentation materials for briefings/meetings for the purpose of making decisions about new P/T selection or continuation.

C.4.15.5 Marketing/implementation plan development for the new P/T

This involves using information developed during the product and/or technology definition stage of the new product development process to: communicate marketable benefits based on how they address user needs, wants, and problems; identifying key stakeholders needed to implement the product(s); developing a unique selling proposition statement for the new product and/or technology which conveys its value and advantages, relative to competing or existing options, concisely and with impact; developing promotional materials - brochures, press releases, etc., awareness and educational campaigns, orientation programs and materials, and other methods of effectively getting the new product benefits before the right decision makers; developing a formal plan for launching and implementing the new product and/or technology; and using early success stories and case studies to gain adoption of the new product and/or technology.

C.4.16 Audio/Visual Products (Marketing, Visions, Animations, etc.) - R&DC needs Audio/Visual products to support its work. Marketing support relating to project and product presentation includes creation of presentations, videos, and posters, audio/video taping of meetings and presentations, and fine tuning presentations for maximum visual and informational impact.

C.4.16.1 Audiovisual Presentations

This area prepares and provides audiovisual presentations to support a variety of personnel at R&DC. Management, Project Managers, Technical Experts and visitors often have a need to give multi-media presentations using a combination of computer technology, video cameras and other equipment. Some presentation requirements are as simple as using an overhead projector, or giving a presentation using a computer and a LCD projector. Other presentations are more complicated and require the use of all these devices including video teleconferencing.

C.4.16.2 Technical & Non-technical Publications

Researchers are frequently called upon to write articles or papers for Coast Guard, maritime, scientific, and academic publications. These requests are usually limited to a thousand words or less and often include illustrations and/or pictures as part of the article. They also submit papers to conferences and make presentations to professional societies and academic institutions.

C.4.16.3 Other Publication Requirements

R&DC Posters, Pamphlets, and Product Sheets: The R&D Center must be able to provide information about new and on-going RDT&E efforts using a variety of printed products other than technical reports. R&DC researchers use posters to inform sponsors and others on the current status and future goals of research. Poster and pamphlets are used at technical exhibits, poster sessions, and for VIP visits to convey information in an attractive, technically accurate manner to technical and non-technical viewers.

R&DC Technical Reports. Researchers at the R&D Center must be able to document and illustrate research, development, test and evaluation results to sponsors, management, OMB and other government agencies. This is done primarily through the publishing of technical reports that communicate through words, illustrations, charts, graphs and pictures the results of research efforts.

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
RESPONSIBILITIES**

The COTR acts as the technical representative for the Contracting Officer by performing the following duties:

- a. Monitors Contractor Performance.
- b. Accomplishes on-site surveillance at the U.S. Coast Guard Research & Development Center or Contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the Statement of Work set forth in the contract or task order.
- e. Monitors the use of Government furnished material, property, and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COTR file on assigned contracts/task orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any unanticipated overrun of the estimated or ceiling price of the contract or task order.
- i. Provides a written evaluation of contractor performance to the Contracting Officer via the Contractor Performance Report.
- j. Reviews procurement requests prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government cost estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

HISTORICALLY BLACK COLLEGES AND UNIVERSITIES

ALABAMA

Alabama A&M University

P.O. Box 1347
Normal, AL 35762
(205) 851-5000

Alabama State University

P.O. Box 271
Montgomery, AL 36101-0271
(334) 293-4100

Bishop State Community College

351 North Broad Street
Mobile, AL 36690
(334) 690-6801

Concordia College

1804 Green Street
Selma, AL 36701
(334) 874-5700

J.F. Drake State Technical College

3421 Meridian St, North
Huntsville, AL 35811
(205) 539-8161

Lawson State Community College

3060 Wilson Road Southwest
Birmingham, AL 35221
(205) 925-2515

Miles College

P.O. Box 3800
Birmingham, AL 35208
(205) 923-2771

Oakwood College

P.O. Box 107
Oakwood Road
Huntsville, AL 35896
(205) 726-7000

Selma University

1501 Lapsley Street
Selma, AL 36701
(205) 872-2533

Shelton State Community College

202 Skyland Boulevard
Tuscaloosa, AL 35405
(205) 759-1541

Stillman College

3601 Stillman Boulevard
Tuscaloosa, AL 35403
(205) 349-4240

Talladega College

627 West Battle Street
Talladega, AL 35160
(205) 362-0206

Trenholm State Technical College

1225 Air Base Boulevard
Montgomery, AL 36108
(334) 832-9000

Tuskegee University

Tuskegee, AL 36088
(334) 727-8011

ARKANSAS

Arkansas Baptist College

1600 Bishop Street
Little Rock, AR 72202
(501) 374-7856

Philander Smith College

812 West 13th Street
Little Rock, AR 72202
(501) 375-9845

Shorter College

604 Locust
North Little Rock, AR 72114
(501) 374-6305

University of Arkansas at Pine Bluff

Pine Bluff, AR 71601
(501) 543-8000

CALIFORNIA

Charles Drew University of Medicine and Science

1621 East 120th Street
Los Angeles, CA 90059

DELEWARE

Delaware State University

1200 North DuPont Highway
Dover, DE 19901
(302) 739-4901

DISTRICT OF COLUMBIA

Howard University

2400 Sixth Street NW
Washington, DC 20059
(202) 806-6100

University of the District of Columbia

4200 Connecticut Avenue NW
Washington, DC 20008
(202) 282-3681

FLORIDA

Bethune Cookman College

640 Mary McLeod Bethune Boulevard
Daytona Beach, FL 32115
(904) 255-1401

Edward Waters College

1658 Kings Road
Jacksonville, FL 32209
(904) 355-3030

Florida A&M University

Tallahassee, FL 32307
(904) 599-3223

Florida Memorial College

15800 NE 42nd Ave.
Miami, FL 33054
(305) 626-3650

GEORGIA

Albany State College

Albany, GA 31705
(912) 430-4600

Clark Atlanta University

223 James P. Brawley Drive, SW
Atlanta, GA 30314
(404) 880-8000

Fort Valley State College

Fort Valley, GA 31030
(912) 825-6211

Interdenominational Theological Center

671 Beckwith Street SW
Atlanta, GA 30314
(404) 527-7700

Morehouse College

830 Westview Drive, SW
Atlanta, GA 30314
(404) 681-2800

Morehouse School of Medicine

720 Westview Drive, SW
Atlanta, GA 30314
(404) 752-1500

Morris Brown College

643 Martin Luther King, Jr. Drive, NW
Atlanta, GA 30314
(404) 220-0270

Paine College

1235 15th Street
Augusta, GA 30901-3182
(706) 821-8200

Savannah State College

Savannah, GA 31404
(912) 356-2186

Spelman College

350 Spelman Lane, SW
Atlanta, GA 30314
(404) 681-3643

KENTUCKY

Kentucky State University

Frankfort, KY 40601
(502) 227-6000

LOUISIANA

Dillard University

2601 Gentilly Blvd
New Orleans, LA 70122
(504) 283-8822

Southern University and Agricultural and Mechanical College

Baton Rouge, LA 70813
(504) 771-4500

Southern University, New Orleans

6400 Press Drive
New Orleans, LA 70126
(504) 286-5000

Southern University, Shreveport

3050 Martin Luther King Drive
Shreveport, LA 71107-8032
(318) 674-3300

Xavier University of Louisiana

7325 Palmetto Street
New Orleans, LA 70125
(504) 486-7411

MARYLAND

Bowie State University

14000 Jericho Park Road
Bowie, MD 20715-9465
(301) 464-3000

Coppin State College

2500 West North Avenue
Baltimore, MD 21216-3698
(410) 383-5400

Morgan State University

Coldspring Lane and Hillen Road
Baltimore, MD 21239
(410) 319-3333

University of Maryland, Eastern Shore

Princess Anne, MD 21853
(410) 651-2200

MICHIGAN

Lewis College of Business

17370 Meyers Road
Detroit, MI 48235
(313) 862-6300

MISSISSIPPI

Alcorn State University

Lorman, MS 39096
(601) 877-6100

Coahoma Community College

3240 Friars Point Road
Clarksdale, MS 38614
(601) 627-2571

Jackson State University

1440 JR Lynch Street
Jackson, MS 39217
(601) 968-2121

Mary Holmes College

Highway 50 West
West Point, MS 39773
(601) 494-6820

Mississippi Valley State University

Itta Bena, MS 38941
(601) 254-9041

Rust College

150 East Rust Avenue
Holly Springs, MS 38635
(601) 252-4661

Tougaloo College

Tougaloo, MS 39174
(601) 977-7000

MISSOURI

Harris-Stowe State College

3026 Laclede Avenue
St. Louis, MO 63103
(314) 340-3366

Lincoln University

Jefferson City, MO 65102
(314) 681-5074

NORTH CAROLINA

Barber-Scotia College

Concord, NC 28025
(704) 786-5171

Bennett College

Greensboro, NC 27401-3239
(919) 273-4431

Elizabeth City State University

Elizabeth City, NC 27909
(919) 335-3230

Fayetteville State University

Fayetteville, NC 28301
(919) 486-1111

Johnson C. Smith University

Charlotte, NC 28216
(704) 378-1000

Livingstone College

Salisbury, NC 28144
(704) 638-5500

North Carolina Agricultural and Technical State University

Greensboro, NC 27411
(919) 334-7500

North Carolina Central University

Durham, NC 27707
(919) 560-6100

St. Augustine's College

Raleigh, NC 27610
(919) 516-4200

Shaw University

Raleigh, NC 27601
(919) 546-8200

Winston-Salem State University

Winston-Salem, NC 27110
(919) 750-2049

OHIO

Central State University

Wilberforce, OH 45384-3002
(513) 376-6011

Wilberforce University

Wilberforce, OH 45384-3001
(513) 376-2911

OKLAHOMA

Langston University

P.O. Box 907
Langston, OK 73050-0907
(405) 466-2231

PENNSYLVANIA

Cheyney University of Pennsylvania

Cheyney, PA 19319
(215) 399-2000

Lincoln University

Lincoln University, PA 19352
(610) 932-8300

SOUTH CAROLINA

Allen University

Columbia, SC 29204
(803) 254-4165

Benedict College

Columbia, SC 29204
(803) 256-4220

Clafflin College

Orangeburg, SC 29115
(803) 534-2710

Clinton Junior College

P.O. Box 881
Rock Hill, SC 29731
(803) 327-7402

Denmark Technical College

Denmark, SC 29042
(803) 793-3301

Morris College

Sumter, SC 29150
(803) 775-9371

South Carolina State University

Orangeburg, SC 29115
(803) 536-7000

Voorhees College

Denmark, SC 29042
(803) 793-3351

TENNESSEE

Fisk University

1000 17th Avenue North
Nashville, TN 37208-3051
(615) 329-8500

Knoxville College

901 College Street NW
Knoxville, TN 37921
(615) 524-6500

Lane College

545 Lane Avenue
Jackson, TN 38301-4598
(901) 426-7500

Lemoyne-Owen College

807 Walker Avenue
Memphis, TN 38126
(901) 774-9090

Meharry Medical College

1005 D.B. Todd Boulevard
Nashville, TN 37208
(615) 327-6111

Tennessee State University

3500 John A Merritt Blvd
Nashville, TN 37209
(615) 963-5000

TEXAS

Huston-Tillotson College

900 Chicon Street
Austin, TX 78702-2795
(512) 505-3000

Jarvis Christian College

P.O. Drawer G, Highway 80
Hawkins, TX 75765
(903) 769-5700

Paul Quinn College

3837 Simpson Stuart Road
Dallas, TX 75241
(214) 376-1000

Prairie View A&M University

P.O. Box 188
Prairie View, TX 77446
(409) 857-3311

Southwestern Christian College

P.O. Box 10
Terrell, TX 75160
(214) 524-3341

Texas College

2404 North Grand Avenue
Tyler, TX 75702
(903) 593-8311

Texas Southern University

3100 Cleburne Avenue
Houston, TX 77004
(713) 527-7011

The University of Texas at El Paso

El Paso, TX 79968
(915) 747-5000

Wiley College

711 Wiley Avenue
Marshall, TX 75670
(903) 927-3300

U.S. VIRGIN ISLANDS

University of the Virgin Islands

2 John Brewers Bay
Saint Thomas, U.S. Virgin Islands 00802
(340) 776-9200

VIRGINIA

Hampton University

Hampton, VA 23668
(804) 727-5000

Norfolk State University

2401 Corprew Avenue
Norfolk, VA 23504-998
(804) 683-8600

Saint Paul's College

406 Windsor College
Lawrenceville, VA 23868
(804) 848-3111

Virginia State University

P.O. Box 9001
Petersburg, VA 23806
(804) 524-5000

Virginia Union University

1500 North Lombardy Street
Richmond, VA 23220
(804) 257-5600

WEST VIRGINIA

Bluefield State College

219 Rock Street
Bluefield, WV 24701
(304) 327-4000

West Virginia State College

Institute, WV 25112
(304) 766-3000

OMBUDSMAN NOTICE TO OFFERORS

It is the policy of the Coast Guard to issue solicitations and make contract awards in a fair and timely manner. To further this policy, the Commandant has created the position of Solicitation Ombudsman who is empowered to investigate issues raised by prospective offerors and resolve them, where possible, without expensive and time-consuming litigation.

Potential offerors who believe that a Coast Guard solicitation is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the offeror should then contact the Coast Guard Solicitation Ombudsman at the address below:

Commandant (G-CPM-S/3)
2100 Second Street, SW
Washington, DC 20593

Telephone (202) 267-2285
Fax (202) 267-4011

Potential offerors should provide the following information to the Ombudsman in order to ensure a timely response: solicitation number, contracting office, contracting officer, and solicitation closing date.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>					
2. THIS SPECIFICATION IS FOR: <i>(X and complete as</i>				3. THIS SPECIFICATION IS: <i>(X and complete as</i>					
X	a. PRIME CONTRACT NUMBER Estimated Completion Date: 31 Dec 2003			X	a. ORIGINAL <i>(Complete data in all</i>		Date (YYMMDD) 00/02/16		
	b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous</i>		Date (YYMMDD)		
	c. SOLICITATION OR OTHER NUMBER		Due Date		c. FINAL <i>(Complete item 5 in all</i>		Date (YYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the Classified material received or generated <i>(Preceding Contract</i> is transferred to this follow-on									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the In response to the contractor's request dated retention of the identified classified material is authorized for the									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE)</i> a. NAME, ADDRESS, AND ZIP CODE This DD Form 254 is a guide for bidding purposes only. An original will be issued upon contract award.									
				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip</i>			
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE									
				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip</i>			
8. ACTUAL PERFORMANCE a. LOCATION									
				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip</i>			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Research and Development Technical Support Services									
10. THIS CONTRACT WILL REQUIRE ACCESS				YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA				<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA				<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:				<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information				<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI				<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION				<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION				<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION				<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION				<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION				<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER <i>(Specify)</i>				<input type="checkbox"/>	<input type="checkbox"/>	11g. Use of DTIC limited to unclassified data.		<input type="checkbox"/>	<input type="checkbox"/>

DD Form 254, DEC

Previous editions are obsolete.

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to

☐

Direct

☐
Through (*Specify*):

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for
 * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending decision, the information involved shall be handled and protected at the highest level of classification assigned or *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete*

10a. IAW section 2 paragraph 10a of COMMSEC supplement to ISM.

10j. FOUO information provided under this contract, shall be safeguarded IAW Chapter 13, section 6 of the ISM.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this *(If yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a of the requirements to the cognizant security office. Use item 13 if additional space is* ☐ Yes ☐ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security *(If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is* ☐ Yes ☐ No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the information to be released or generated under this classified effort. All questions shall be referred to the official named

a. TYPED NAME OF CERTIFYING OFFICIAL
JAMES B. HAZLIN

b. TITLE
COTR

c. TELEPHONE (*Include Area Code*)
(860) 441-2837

d. ADDRESS (*Include Zip Code*)
U.S. Coast Guard Research & Development Center
1082 Shennecossett Road
Groton, CT 06340-6096

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- ☐ a. CONTRACTOR
- ☐ b. SUBCONTRACTOR
- ☐ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- ☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- ☐ e. ADMINISTRATIVE CONTRACTING OFFICER
- ☐ f. OTHERS AS NECESSARY

**U.S. COAST GUARD RESEARCH & DEVELOPMENT CENTER
PAST PERFORMANCE QUESTIONNAIRE**

Offeror: _____

Contract No.: _____

Point of Contact/Title/Phone No.: _____

Agency: _____

FOR EACH OF THE AREAS BELOW, PLEASE CIRCLE THE RATING THAT APPLIES:

1. QUALITY OF THE PRODUCT/SERVICE (Compliance with contract requirements, accuracy of reports, effectiveness of personnel, technical excellence)

- 0 - Unsatisfactory Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources
- 1 - Poor Overall compliance requires major Agency resources to ensure achievement of contract requirements
- 2 - Fair Overall compliance requires minor Agency resources to ensure achievement of contract requirements
- 3 - Good Overall compliance does not impact achievement of contract requirements
- 4 - Excellent There are no quality problems
- 5 - Outstanding The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare instances when contract performance clearly exceeds the performance levels described as "Excellent".

2. COST CONTROL (Record of forecasting and controlling target costs; current, accurate, and complete billings; relationship of negotiated costs to actuals; cost efficiencies)

- 0 - Unsatisfactory Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources
- 1 - Poor Ability to manage costs issues requires major Agency resources to ensure achievements of contract requirements
- 2 - Fair Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements
- 3 - Good Management of cost issues does not impact achievement of contract requirements
- 4 - Excellent There are no cost management issues
- 5 - Outstanding The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare instances when contract performance clearly exceeds the performance levels described as "Excellent".

3. TIMELINESS OF DELIVERY OR PERFORMANCE (Met interim milestones; reliability; responsiveness to technical direction; completed on time including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed)

- 0 - Unsatisfactory Delays are jeopardizing performance of contract requirements, despite use of Agency resources
- 1 - Poor Delays require major Agency resources to ensure achievement of contract requirements
- 2 - Fair Delays require minor Agency resources to ensure achievement of contract requirements
- 3 - Good Delays do not impact achievement of contract requirements
- 4 - Excellent There are no delays
- 5 - Outstanding The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare instances when contract performance clearly exceeds the performance levels described as "Excellent".

4. BUSINESS RELATIONS (Whether the contractor effectively managed the contract/task effort; how responsive was the contractor to contract requirements; whether the contractor was reasonable and cooperative; how flexible was the contractor)

- 0 - Unsatisfactory Response to inquiries, technical/service/administrative issues is not effective
- 1 - Poor Response to inquiries, technical/service/administrative issues is marginally effective
- 2 - Fair Response to inquiries, technical/service/administrative issues is somewhat effective
- 3 - Good Response to inquiries, technical/service/administrative issues is usually effective
- 4 - Excellent Response to inquiries, technical/service/administrative issues is effective
- 5 - Outstanding The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare instances when contract performance clearly exceeds the performance levels described as "Excellent".

5. MEETING SDB SUBCONTRACTING REQUIREMENTS (Whether the contractor successfully included SDB participation among its subcontractors; whether such participation was documented properly)

- 0 - Unsatisfactory Performance was definitely unacceptable with respect to the objectives for SDB participation in the award. If not substantially mitigated or corrected, it should constitute a significant impediment in considerations for future awards containing similar requirements/goals.
- 1 - Poor Performance was significantly less than what is expected of the contractor, jeopardizing the objectives for SDB participation in the award. The need for remedial attention was indicated.
- 2 - Fair Performance was somewhat less than anticipated achievement to date, but not so much as to jeopardize ultimate achievement of the objectives for SDB participation in the award. Some deficiencies in meeting reporting requirements may have required corrective

- action.
- 3 - Good Performance was fully in line with expectations for the SDB criterion. No more than minor deficiencies in reporting requirements have been experienced.
- 4 - Excellent Performance was substantially above anticipated achievement levels. Reporting requirements were fully achieved.
- 5 - Outstanding Performance was particularly noteworthy to the extent that it was significantly in excess of anticipated achievement and is commendable as an example for others. It is expected that this rating will be used in rare circumstances where the contractor performance exceeds the performance levels of "Excellent".

Do you have any other comments relative to this contractor's performance?

Client Authorization Letter

[*Company Name*]
[*Street Address*]
[*City, State/Province*
Zip/Postal Code]
[*Date*]

[*Recipient Name*]
[*Address*]
[*City, State/Province Zip/Postal Code*]

Dear [Client]:

We are currently responding to the U.S. Coast Guard (USCG) Research & Development Center's RFP No. DTCG39-00-R-R00008. The USCG Research & Development Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The USCG Research & Development Center requires Offerors to inform references identified in proposals that the USCG Research & Development Center may contact them about contract performance information.

If you are contacted by the USCG Research & Development Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to USCG Research & Development Center inquiries.

Your cooperation is appreciated. Please direct any questions to

_____.
(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]

cc: [Name]

A LITTLE BIT ABOUT US

Information about Contracting with the U. S. Coast Guard Research & Development Center (R&DC)

The purpose of this attachment is to give you an informal discussion of our approach to contracted research and development (R&D).

RDC – Contractor Relationship

RDC Project Managers are responsible for one or more projects. The RDC Project Manager will work with the research “customer” to understand the needs and objectives of the project and develop a project plan. In the past the “customer” was almost exclusively located at Coast Guard Headquarters in Washington, D.C. However in the future an increasing portion of our work will be self-sponsored, at least through the first two stages of our new product process, and be targeted at multiple customers. In addition to headquarters personnel these customers will include operators and even persons outside of the Coast Guard. The impact on contractors is clear. You will need to interface with more stakeholders and to tailor the R&D products you are involved in creating to meet the needs of more than one customer.

Once the project plan is developed it is documented in a Statement of Work (SOW). The SOW is released as a Task Order (TO). Contractors prepare a technical and cost proposal and submit them to the RDC Contracting Specialist. For competitive task orders we envision video teleconference oral presentations by each Contractor. The Project Manager and CG Contracting Specialist select the Contractor offering the best value for the TO. This process allows us to define the project scope that best serves the needs of the CG within the available budget.

The RDC Project Manager will typically work with the Contractor from project inception through final briefing and report. The types of interactions between the RDC Project Manager and the Contractor may take different forms, depending on the nature of the project, the relative expertise of the RDC and Contractor staff, and the time available to the Project Manager. For some projects, the RDC Project Manager might assume a “quality assurance” role by: working with the Contractor initially to ensure that the research plan fulfills Coast Guard objectives; following the progress of the work to ensure that it stays on track with respect to objectives, cost, and schedule; previewing briefings and reviewing reports to ensure the material is presented in the most effective way for its intended audience(s). For other projects, the RDC Project Manager might assume a very active role (such as research collaborator or even principal investigator) in the project by: working with the Contractor to develop the research plan, or even providing the details of the research plan; participating in data collection; participating in data analysis; and writing sections of briefings and reports.

Some Keys to Project Success

Reports and Briefings. Most of our projects conclude with a final technical report that summarizes the project objective, methods, and results. These reports, and oral briefings, are our final products. They document the work we have conducted, but more importantly they present our final results, our assessments, and our recommendations. In most cases the primary “audience” for these reports and briefings will be Coast Guard decision-makers and the commercial maritime community. In general, our audience does not have a science or technical background; thus, we do not produce “journal-style” reports. We work hard to package our

research in a manner that will be accessible to our headquarters sponsors and to industry partners. If our audience cannot understand the issues under study or the relevance of our recommendations to their day-to-day operations, then we have failed to do our job. A key to a successful R&D Center project is a high quality report or briefing that is clear in its presentation and sensitive to its audience.

Schedule. We use a management information system that tracks every product we produce. In particular it keeps precise track of when products are due to our customers. Any product that is late requires formal explanation to the customer. As an R&D program, we can not exist without commitment to our customers. Our contracted support needs to provide the same commitment. All contract deliverables must be closely tracked and managed. Schedules must be carefully guarded and maintained.

On-Site Support

We have used on-site contractors in the past. We are not able to estimate future on-site requirements accurately enough to address them in the basic contract. Individual task orders will identify the on-site requirements as they arise. In the past we have used on-site support in the following functional areas: law enforcement (forensic chemistry); search and rescue (outfitting search targets); and advanced communications.